

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

IN RE:

ALEXANDER E. JONES,
Alleged Debtor.

§
§
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§
§

CASE NO. 20-10118-hcm
Chapter 11

ALLEGED DEBTOR’S MOTION FOR SUMMARY JUDGMENT

The alleged debtor, Alex Jones (“*AJ*” or “*Alleged Debtor*”), in the above-captioned involuntary chapter 11 cases hereby submits this motion (the “*Motion*”), pursuant to Rule 56(b) of the Federal Rules of Civil Procedure (the “*Civil Rules*”), made applicable to this matter by Rules 1018 and 7056 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”), for judgment, as a matter of law, denying entry of orders for relief with respect to the involuntary chapter 11 petition (the “*Involuntary Petition*”) filed by Kelly Jones (“*KJ*”). In support of the Motion, the Alleged Debtor respectfully states as follows:

SUMMARY

1. KJ is AJ’s former spouse. As a result of KJ and AJ’s divorce, KJ is the holder of a *Real Estate Lien Note*. The note is secured by two separate pieces of real property. The value of the properties securing the note significantly exceeds the amount owed under the note. In fact, as evidenced by Ted Lear’s appraisal and opinion of value (incorporated herein as detailed below), the value of one of the properties alone is worth more than twice the value of the of KJ’s claim.

2. While AJ contests several of the factual and legal bases upon which the Involuntary Petition is based, because it is clear as provided in this motion, that KJ is an oversecured creditor, and because oversecured creditors are not proper petitioning creditors

under 11 U.S.C. § 303, this Court should grant summary judgment in favor of AJ and deny entry of the order for relief.

BACKGROUND FACTS

3. Pursuant to the Final Decree of Divorce and as part of a property division, AJ executed and delivered to KJ that certain *Real Estate Lien Note* dated March 19, 2015, of \$2,727,951 (the “*Note*”). In fact, KJ attached the Note to her Petition filed in this case. The Petition is attached hereto as **Exhibit A** and the Note is attached thereto as **Exhibit A-1**. Pursuant to the Note, AJ is obligated to make monthly payments to KJ in the amount of \$43,933.00. The Note is the sole and exclusive basis upon which KJ contends that she is a valid petitioning creditor under 11 U.S.C. § 303.

4. As admitted in her Petition, the Note is secured by two deeds of trust granting KJ a security interest against the following real property:

- a) 15101 Back of Moon St. D., Austin, TX 78734, legally described as Lot 3, Amended Plat of Back of the Moon Subdivision, A Subdivision in Travis County, Texas, According to the Map or Plat thereof recorded in Volume 93, page 282, of the Plat Records of Travis County, Texas (the “*Back of the Moon Property*”) attached to the Petition as **Exhibit A-2**; and
- b) Pedernales Hills Ranch, Lot 18, 5.01 acres, legally described as BEING Tract 18, Pedernales Hills Ranches, a subdivision situated in Blanco County, Texas, according to Plat in Volume 1, page 123-126, Plat Records of Blanco County, Texas; together with ingress and egress easement more particularly described in Volume 112, page 782, Deed of Records of Blanco County, Texas (the “*Pedernales Property*”) attached to the Petition as **Exhibit A-3**.

5. In the Petition filed in this case, KJ claims that she is owed \$786,861.00 on the Note¹. **Exhibit A**, ¶ 13. However, even if KJ was correct (she is not), the value of the property

¹ AJ disputes this amount and as evidenced by the *Affidavit of David Jones in Support of Alleged Debtor’s Motion for Summary Judgment* attached as **Exhibit C** to AJ’s Motion to Dismiss, the actual amount owed under the Note is \$596,267.16. However, for the purposes of this Motion, it is immaterial whether KJ is owed \$786,861.00 or

securing the Note exceeds the amount she claims is owed by a significant margin. Attached to this Motion as **Exhibit B** is the affidavit of Ted Lear, a licensed and qualified Real Estate Appraiser, wherein he testifies that the Back of the Moon Property alone “has a Market Value as of March 31, 2020 of \$1,275,000” (the “*Expert Opinion of Value*”). See **Exhibit B**, ¶ 5.

6. On January 24, 2020, despite being current on the receipt of payments due under the Note, and despite being significantly oversecured, KJ filed the Involuntary Petition, commencing this case.

RELIEF REQUESTED

7. The Alleged Debtor respectfully requests that the Court enter an order, pursuant to Civil Rule 56(b), made applicable hereto by Bankruptcy Rules 1018 and 7056, denying the order for relief with respect to the Involuntary Petition because the claim on which KJ premised the filing of her Involuntary Petition is significantly oversecured, and therefore she is not owed “at least \$16,750 more than the value of any lien on property of the debtor securing such claims” as required under section 303(b) of the Bankruptcy Code. AJ reserves his claim for fees and for sanctions related to the improper filing of the involuntary petition under 11 U.S.C § 303 (i). Accordingly, the basis of KJ’s Involuntary Petition is fundamentally flawed and summary judgment should be granted in favor of AJ denying the order for relief with respect to the Involuntary Petition.

BASIS FOR RELIEF

8. Bankruptcy Rule 1018 provides, in relevant part, that Bankruptcy Rule 7056 (and, thereby, Civil Rule 56) applies to all proceedings related to a contested involuntary petition. See Fed. R. Bankr. P. 1018 and 7056. Civil Rule 56 provides, in turn, that “[a] party against whom

\$596,267.16 as AJ claims, because under either formulation, she is significantly oversecured and therefore not a proper petitioning creditor

relief is sought may move, with or without supporting affidavits, for summary judgment on all or part of the claim.” Fed. R. Civ. P. 56(b).

9. The Fifth Circuit “has acknowledged that the jurisdictional prerequisites for filing an involuntary bankruptcy proceeding constitute more than mere formalities.” *In re Norriss Bros. Lumber Co.*, 133 B.R. 599, 608 (Bankr. N.D. Tex. 1991) (quoting *In re Walden*, 781 F.2d 1121 (5th Cir.1986)). The Fifth Circuit has also admonished that “[a]n allegation of bankruptcy invokes remedies not available to any ordinary debt collection procedures. It should not be invoked unadvisedly and contrary to statutory right.” *In re Walden*, 781 F.2d at 1123.

10. Here, KJ has no right to invoke the involuntary bankruptcy procedures because, to the extent she is a creditor holding a debt that is matured and payable at all, she is an oversecured creditor. As a result, the Court should grant this motion and render summary judgment in favor of AJ, denying entry of the order for relief with respect to the Involuntary Petition.

A. The Statutory Requirements of Section 303 of the Bankruptcy Code Are Not Satisfied

11. Summary judgment should be granted in favor of AJ because KJ, the sole petitioning creditor is not qualified to bring this petition as an over-secured creditor, and as a consequence relief under 11 U.S.C. § 303 cannot be granted and the Involuntary Petition fails to satisfy the statutory prerequisites of an involuntary bankruptcy petition prescribed by section 303(b) of the Bankruptcy Code.

12. Recognizing that involuntary bankruptcy is a particularly severe remedy, Congress limited the circumstances in which creditors may force a debtor to such a proceeding. Pursuant to section 303(b) of the Bankruptcy Code, an involuntary case may only be filed against a person by filing a petition under chapters 7 or 11 with the bankruptcy court:

if there are fewer than 12 such holders [of claims against the debtor], excluding any employee or insider of such person and any transferee of a transfer that is voidable under section 544, 545, 547, 548, 549, or 724(a) of this title, *by one or more of such holders that hold in the aggregate at least \$16,750 of such claims . . .*”

11 U.S.C. § 303(b)(2)² (emphasis added).

13. Here, the Involuntary Petition fails to satisfy the statutory prerequisites because KJ is a fully secured creditor and, therefore, not an eligible petitioning creditor. *See* 11 U.S.C. § 303(b)(1)–(2) (the petitioning creditor(s) must hold “noncontingent, undisputed claims aggregat[ing] at least \$16,750 *more than the value of any lien on property of the debtor securing such claims*”) (emphasis added).

14. KJ attached the Note and two deeds of trust to the Involuntary Petition showing that her claim is secured by two different properties. Per the attached exhibits, including the Expert Opinion of Value, and even assuming *arguendo* that KJ is owed the amount she claims under the Note (she is not), the Back of the Moon Property alone has a value that exceeds the debt by at least \$488,000. As such, KJ does not qualify as a petitioning creditor. *See* 11 U.S.C. § 303(b)(2).

15. Because KJ cannot qualify as a petitioning creditor, this Court should grant summary judgment in favor of AJ and summarily deny entry of the order for relief on the Involuntary Petition. *See Pleas Doyle & Assocs. v. James Plaza Joint Venture (In re James Plaza Joint Venture)*, 67 B.R. 445, 447(Bankr. S.D. Tex. 1986) (stating “fully secured creditors cannot commence involuntary insolvency proceedings”); *see also In re Harman*, 243 B.R. 671, 673 (Bankr. N.D. Tex. 1999) (“Fully secured creditors may not file an involuntary petition. 11 U.S.C. § 303(b)”).

² 11 U.S.C. § 303(b)(1) provides an additional avenue for involuntary relief that is not applicable to these facts, and is not asserted by KJ.

B. Reservation of Claims for Attorneys' Fees, Costs, and Damages

16. AJ was forced to incur attorneys' fees and costs due to the bad faith filing of the Petition. Pursuant to section 303(i)(1) of the Bankruptcy Code, a court dismissing an involuntary petition without the consent of all parties may award the alleged debtor reasonable attorneys' fees and costs. 11 U.S.C. § 303(i)(1). An alleged debtor is also entitled to actual or punitive damages where the petitioning creditor filed the petition in bad faith. 11 U.S.C. § 303(i)(2). KJ filed this case in bad faith.

17. To the extent this Court grants this Motion, AJ requests that this Court reserve jurisdiction to enter an appropriate award of attorneys' fees, costs, damages and punitive damages due to the bad faith actions of KJ in bringing the Involuntary Petition to this Court.

AJ requests that the Court grant summary judgment in his favor for the reasons set forth herein and grant such further relief to which he may be justly entitled.

Respectfully submitted,

WALLER LANSDEN DORTCH & DAVIS, LLP

By: /s/ Eric J. Taube

Eric Taube (Bar No. 19679350)

William R. "Trip" Nix, III (Bar No. 24092902)

Evan J. Atkinson (Bar No. 24091844)

100 Congress Avenue, Suite 1800

Austin, Texas 78701

(512) 685-6400

(512) 685-6417 (FAX)

Email: Eric.Taube@wallerlaw.com

Trip.Nix@wallerlaw.com

Evan.Atkinson@wallerlaw.com

Attorneys for the Alleged Debtor

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served on all persons listed below via the Court's ECF service and by email on April 20, 2020:

Kelly R. Jones
11601 Hwy. 290w
Suite A101-307
Austin, TX 78737

/s/ Eric Taube

Eric J. Taube

EXHIBIT A

DELIVERED
1/27/2020
By PSC 2228
Austin Process, LLC

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Western District of Texas



Case number (if known): _____ Chapter 11

FILED

2020 JAN 24 PM 2:06

CLERK
U.S. BANKRUPTCY COURT
BY [Signature]
DEPUTY

☐ Check if this is an amended filing

Official Form 105

Involuntary Petition Against an Individual

12/15

Use this form to begin a bankruptcy case against an individual you allege to be a debtor subject to an involuntary case. If you want to begin a case against a non-individual, use the *Involuntary Petition Against a Non-Individual* (Official Form 205). Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write name and case number (if known).

Part 1: Identify the Chapter of the Bankruptcy Code Under Which Petition Is Filed

1. Chapter of the Bankruptcy Code

Check one:

☐ Chapter 7

☒ Chapter 11

Part 2: Identify the Debtor

2. Debtor's full name

Alexander

First name

Emric

Middle name

Jones

Last name

Suffix (Sr., Jr., II, III)

3. Other names you know the debtor has used in the last 8 years

Alexander Emerick Jones

AKA

Alex Jones

AKA

Alexander E. Jones

AKA

Include any assumed, married, maiden, or trade names, or *doing business as* names.

4. Only the last 4 digits of debtor's Social Security Number or federal Individual Taxpayer Identification Number (ITIN)

☒ Unknown

xxx - xx - 5 9 8 9

OR 9 xx - xx - _____

5. Any Employer Identification Numbers (EINs) used in the last 8 years

☐ Unknown

EIN _____

EIN _____

Debtor Alexander Emric Jones

Case number (if known) _____

6. Debtor's address	Principal residence <u>1400 Barton Creek Boulevard</u> <small>Number Street</small> <u>Austin TX 78735</u> <small>City State ZIP Code</small> <u>Travis County</u> <small>County</small> Principal place of business <u>3019 Alvin DeVane Boulevard, #350</u> <small>Number Street</small> <u>FREE SPEECH SYSTEMS, LLC</u> <u>Austin TX 78741</u> <small>City State ZIP Code</small> <u>78741</u> <small>County</small>	Mailing address, if different from residence <u>3019 Alvin DeVane Boulevard, Suite 350</u> <small>Number Street</small> <u>FREE SPEECH SYSTEMS, LLC</u> <u>Austin TX 78741</u> <small>City State ZIP Code</small>
7. Type of business	<input type="checkbox"/> Debtor does not operate a business <i>Check one if the debtor operates a business:</i> <input type="checkbox"/> Health Care Business (as defined in 11 U.S.C. § 101(27A)) <input type="checkbox"/> Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B)) <input type="checkbox"/> Stockbroker (as defined in 11 U.S.C. § 101(53A)) <input type="checkbox"/> Commodity Broker (as defined in 11 U.S.C. § 101(6)) <input checked="" type="checkbox"/> None of the above	
8. Type of debt	Each petitioner believes: <input type="checkbox"/> Debts are primarily consumer debts. <i>Consumer debts</i> are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts. <i>Business debts</i> are debts that were incurred to obtain money for a business or investment or through the operation of the business or investment.	
9. Do you know of any bankruptcy cases pending by or against any partner, spouse, or affiliate of this debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Debtor _____ Relationship _____ <div style="display: flex; justify-content: space-between; margin-top: 5px;"> District _____ Date filed _____ Case number, if known _____ </div> <div style="text-align: center; margin-top: 5px;">MM / DD / YYYY</div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Debtor _____ Relationship _____ </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> District _____ Date filed _____ Case number, if known _____ </div> <div style="text-align: center; margin-top: 5px;">MM / DD / YYYY</div>	

Debtor Alexander Emric Jones

Case number (if known) _____

Part 3: Report About the Case

10. Venue

Reason for filing in this court.

Check one:

- ☒ Over the last 180 days before the filing of this bankruptcy, the debtor has resided, had the principal place of business, or had principal assets in this district longer than in any other district.
- ☐ A bankruptcy case concerning debtor's affiliates, general partner, or partnership is pending in this district.
- ☐ Other reason. Explain. (See 28 U.S.C. § 1408.) _____

11. Allegations

Each petitioner is eligible to file this petition under 11 U.S.C. § 303(b).
The debtor may be the subject of an involuntary case under 11 U.S.C. § 303(a).

At least one box must be checked:

- ☒ The debtor is generally not paying such debtor's debts as they become due, unless they are the subject of a bona fide dispute as to liability or amount.
- ☐ Within 120 days before the filing of this petition, a custodian, other than a trustee, receiver, or agent appointed or authorized to take charge of less than substantially all of the property of the debtor for the purpose of enforcing a lien against such property, was appointed or took possession.

12. Has there been a transfer of any claim against the debtor by or to any petitioner?

- ☒ No
- ☐ Yes. Attach all documents that evidence the transfer and any statements required under Bankruptcy Rule 1003(a).

13. Each petitioner's claim

Name of petitioner	Nature of petitioner's claim	Amount of the claim above the value of any lien
Kelly R. Jones	Default on Promissory Note	\$ 786,861.00
		\$ _____
		\$ _____
Total		\$ 786,861.00

If more than 3 petitioners, attach additional sheets with the statement under penalty of perjury, each petitioner's (or representative's) signature under the statement, along with the signature of the petitioner's attorney, and the information on the petitioning creditor, the petitioner's claim, the petitioner's representative, and the attorney following the format on this form.

Debtor

Alexander Emric Jones

Case number (if known)

Part 4: Request for Relief

Petitioners request that an order for relief be entered against the debtor under the chapter specified in Part 1 of this petition. If a petitioning creditor is a corporation, attach the corporate ownership statement required by Bankruptcy Rule 1010(b). If any petitioner is a foreign representative appointed in a foreign proceeding, a certified copy of the order of the court granting recognition is attached.

Petitioners declare under penalty of perjury that the information provided in this petition is true and correct. Petitioners understand that if they make a false statement, they could be fined up to \$250,000 or imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571. If relief is not ordered, the court may award attorneys' fees, costs, damages, and punitive damages. 11 U.S.C. § 303(i).

Petitioners or Petitioners' Representative

x Kelly R. Jones
Signature of petitioner or representative, including representative's title

Kelly R. Jones
Printed name of petitioner

Date signed 01/23/2020
MM / DD / YYYY

Mailing address of petitioner

11601 Hwy 290 W., Suite A101-307

Number Street

Austin TX 78737
City State ZIP Code

If petitioner is an individual and is not represented by an attorney:

Contact phone 888-995-3559
Email service@violetkelly.com

Name and mailing address of petitioner's representative, if any

Name

Number Street

City State ZIP Code

Attorneys

x _____
Signature of attorney

Printed name

Firm name, if any

Number Street

City State ZIP Code

Date signed _____
MM / DD / YYYY

Contact phone _____ Email _____

Exhibit A:
Alexander Emerick Jones'
("Maker's")
72 Month Promissory Note
March 19, 2015

If Maker defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to this note, Payee may declare the unpaid principal balance, earned interest, and any other accounts owed on the note immediately due. Maker and each surety, endorser, and guarantor waive, to the extent permitted by law, all (a) demand for payment, (b) presentation of payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, (f) notice of protest, and (g) rights under sections 51.003 and 51.004 of the Texas Property Code.

Real Estate Lien Note

Date: 3-19-15 2:15 CDT

Maker: Alexander Emerick Jones

Maker's Mailing Address: 101 Colorado Street, #3605, Austin, Travis County, Texas 78703

Payee: Kelly R. Jones, as her sole and separate property and estate

Place for Payment: 12250 Trautwein Road, Austin, Hays County, Texas

Principal Amount: Two Million Seven Hundred and Twenty-Seven Thousand nine hundred and Fifty-One and No/100 Dollars (\$2,727,951)

Annual Interest Rate: Five percent (5%)

Annual Interest Rate on Matured, Unpaid Amounts: Five percent (5%).

Terms of Payment (principal and interest):

Principal and interest on this Real Estate Lien Note ("Note") are due and payable in monthly installments of Forty-Three Thousand Nine Hundred Thirty-Three and No/100 Dollars (\$43,933.00) each, beginning forty-five days after the signing of the Final Decree of Divorce between Payee and Maker in Cause No 13-2647, In the Matter of the Marriage of K.R.J. and A.J., by the Presiding Judge of the 428th Judicial District Court of Hays County, Texas, and continuing on the same day of each following calendar month until all payments of principal and interest called for herein have been paid in full. Payments shall be sent to 12250 Trautwein Road, Austin, Texas 78737.

Security for Payment:

This Note is secured by two deeds of Trust dated of even date herewith by Maker for the benefit of Payee. The Deeds of Trust grant Payee a lien on the following real property:

15101 Back of the Moon St. D., Austin, TX 78734, legally described as Lot 3, Amended Plat Of Back Of The Moon Subdivision, A Subdivision in Travis County, Texas, According to the Map Or Plat Thereof Recorded In Volume 93, Page 282, Of The Plat Records Of Travis County, Texas, and

Pedernales Hills Ranch, Lot 18, 5.01 Acres, legally described as BEING Tract 18, Pedernales Hills Ranches, a subdivision situated in Blanco County, Texas, according to Plat in Volume 1, Page 123-126, Plat Records of Blanco County, Texas; together with ingress and egress easement more particularly described in Volume 112, Page 782, Deed Records of Blanco County, Texas.

Maker promises to pay to the order of Payee the principal amount plus interest at the

annual interest rate. This note is payable at the place for payment and according to the terms of payment. All unpaid amounts are due by the maturity date. If any amount is not paid either when due under the terms of payment or on acceleration of maturity, Maker promises to pay any unpaid amount plus interest from the date the payment was due to the date of payment at the annual interest rate on matured, unpaid amounts.

Maker may prepay this note in any amount at any time before the maturity date without penalty or premium. Prepayments will be applied to installments on the last maturing principal, and interest on that prepaid principal will immediately cease to accrue.

If Maker defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to this note, Payee may declare the unpaid principal balance, earned interest, and any other amounts owed on the note immediately due. Maker and each surety, endorser, and guarantor waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, (f) notice of protest, and (g) rights under sections 51.003 and 51.004 of the Texas Property Code.

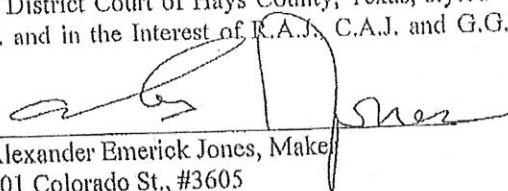
Maker also promises to pay reasonable attorney's fees and court and other costs if this note is placed in the hands of an attorney to collect or enforce the note. These expenses will bear interest from the date of advance at the annual interest rate on matured, unpaid amounts. Maker will pay Payee these expenses and interest on demand at the place for payment. These expenses and interest will become part of the debt evidenced by the note and will be secured by any security for payment.

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal amount or, if the principal amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the principal amount or, if the principal amount has been paid, refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt.

Each Maker is responsible for all obligations represented by this note.

When the context requires, singular nouns and pronouns include the plural.

This note is given to evidence the indebtedness imposed on Maker by the Final Decree of Divorce entered in Cause No. 13-2647 by the District Court of Hays County, Texas, styled "In the Matter of the Marriage of K.R.J. and A.J. and in the Interest of K.A.J., C.A.J. and G.G.J., minor children."


Alexander Emerick Jones, Maker
101 Colorado St., #3605
Austin, Texas 78703

3-19-15 2:00 EDT



TRV

6 PGS

2015043396

68

3-19-15 2:20 CDT Deed of Trust

Date:

Grantor: Alexander Emerick Jones

Grantor's Mailing Address: 101 Colorado Street, #3605, Austin, Travis County, Texas 78703

Trustee: James S. Gilbreath

Trustee's Mailing Address: 1301 S. Capital of Texas Highway, Suite C-120, Austin, Travis County, Texas 78746

Beneficiary: Kelly R. Jones

Beneficiary's Mailing Address: 12250 Trautwein Road, Austin, Hays County, Texas 78737

Note

Date:

Original Principal Amount: \$2,727,951.00

Maker: Alexander Emerick Jones

Payee: Kelly R. Jones

Maturity Date: Payable in 72 equal monthly installments of \$43,933.00 each beginning 45 days after the signing of the Final Decree of Divorce in Cause No. 13-2647 by the Presiding Judge of the 428th Judicial District Court of Hays County, Texas.

Property (including any improvements):

15101 Back of the Moon St. D., Austin, TX 78734, legally described as Lot 3, Amended Plat Of Back Of The Moon Subdivision, A Subdivision in Travis County, Texas, According to the Map Or Plat Thereof Recorded In Volume 93, Page 282, Of The Plat Records Of Travis County, Texas

Prior Lien(s): None.

Other Exceptions to Conveyance and Warranty: None.

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property, subject to the other exceptions to conveyance and warranty. On payment of the note and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Beneficiary will release it at Grantor's expense.

Exhibit B:
Alexander Emerick Jones'
Grant of Deed of Trust
In 15101 Back of the Moon St. D.
Austin, Tx 78734 (Travis County)
March 19, 2015

¶15. Grantor and each surety, endorser, and guarantor of the note waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, (f) notice of protest, and (g) rights under sections 51.003 and 51.004 of the Texas Property Code.

Clauses and Covenants

A. Grantor's Obligations

Grantor agrees to—

1. keep the property in good repair and condition;
2. pay all taxes and assessments on the property before delinquency, not authorize a taxing entity to transfer its tax lien on the property to anyone other than Beneficiary, and not request a deferral of the collection of taxes pursuant to section 33.06 of the Texas Tax Code;
3. defend title to the property subject to the other exceptions to conveyance and warranty and preserve the lien's priority as it is established in this deed of trust;
4. maintain all insurance coverages with respect to the property, revenues generated by the property, and operations on the property that Beneficiary reasonably requires ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Beneficiary, and deliver evidence of the Required Insurance Coverages in a form acceptable to Beneficiary at least ten days before the expiration of the Required Insurance Coverages;
5. obey all laws, ordinances, and restrictive covenants applicable to the property;
6. keep any buildings occupied as required by the Required Insurance Coverages;
7. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
8. notify Beneficiary of any change of address.

B. Beneficiary's Rights

1. Beneficiary may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all the rights and liens of the holders of any debt so paid.
3. Beneficiary may apply any proceeds received under the property insurance policies covering the property either to reduce the note or to repair or replace damaged or destroyed improvements covered by the policy. If the property is Grantor's primary residence and Beneficiary reasonably determines that repairs to the improvements are economically feasible, Beneficiary will make the insurance proceeds available to Grantor for repairs.
4. Notwithstanding the terms of the note to the contrary, and unless applicable law prohibits, all payments received by Beneficiary from Grantor with respect to the note or this deed of trust may, at Beneficiary's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Beneficiary with respect to the note, to be applied to late charges, principal, or interest in the order Beneficiary in its discretion determines.

5. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.

6. If a default exists in payment of the note or performance of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Beneficiary may—

- a. declare the unpaid principal balance and earned interest on the note immediately due;
- b. exercise Beneficiary's rights with respect to rent under the Texas Property Code, as then in effect;
- c. direct Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
- d. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.

7. Beneficiary may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

C. Trustee's Rights and Duties

If directed by Beneficiary to foreclose this lien, Trustee will—

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;
2. sell and convey all or part of the property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to the other exceptions to conveyance and warranty and without representation or warranty, express or implied, by Trustee;
3. from the proceeds of the sale, pay, in this order—
 - a. expenses of foreclosure, including a reasonable commission to Trustee;
 - b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantor; and
 - d. to Grantor, any balance; and
4. be indemnified, held harmless, and defended by Beneficiary against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust

created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

D. General Provisions

1. If any of the property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any trustee's deed conveying the property will be presumed to be true.
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien will remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.
5. If any portion of the note cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all amounts payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees and court and other costs, Beneficiary will either release any remaining amounts to Grantor or apply such amounts to reduce the note. Beneficiary will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Beneficiary notice of any actual or threatened proceedings for condemnation of all or part of the property.
7. Grantor collaterally assigns to Beneficiary all present and future rent from the property and its proceeds. Grantor warrants the validity and enforceability of the assignment. Grantor will apply all rent to payment of the note and performance of this deed of trust, but if the rent exceeds the amount due with respect to the note and the deed of trust, Grantor may retain the excess. If a default exists in payment of the note or performance of this deed of trust, Beneficiary may exercise Beneficiary's rights with respect to rent under the Texas Property Code, as then in effect. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary will apply all rent collected under this paragraph as required by the Texas Property Code, as then in effect. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies.
8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded.

This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

9. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

10. If Grantor transfers any part of the property without Beneficiary's prior written consent, Beneficiary may declare the note immediately payable and invoke any remedies provided in this deed of trust for default. If the property is residential real property containing fewer than five dwelling units or a residential manufactured home, this provision does not apply to (a) a subordinate lien or encumbrance that does not transfer rights of occupancy of the property; (b) creation of a purchase-money security interest for household appliances; (c) grant of a leasehold interest of three years or less without an option to purchase; (d) transfer to a spouse or children of Grantor; (e) transfer to a relative of Grantor on Grantor's death; (f) a transfer resulting from a decree of a dissolution of marriage, a legal separation agreement, or an incidental property settlement agreement by which the spouse of Grantor becomes an owner of the property; or (g) transfer to an inter vivos trust in which Grantor is and remains a beneficiary and occupant of the property.

11. When the context requires, singular nouns and pronouns include the plural.

12. The term *note* includes all extensions, modifications, and renewals of the note and all amounts secured by this deed of trust.

13. This deed of trust binds, benefits, and may be enforced by successors in interest of all parties.

14. If Grantor and Maker are not the same person, the term *Grantor* includes Maker.

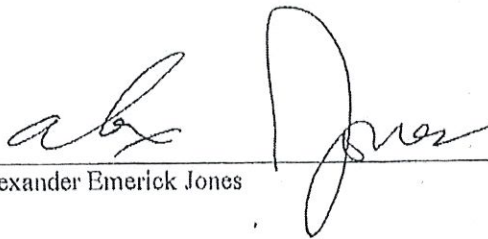
15. Grantor and each surety, endorser, and guarantor of the note waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, (f) notice of protest, and (g) rights under sections 51.003 and 51.004 of the Texas Property Code.

16. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Beneficiary's rights under this deed of trust if this deed of trust is placed in the hands of an attorney for enforcement.

17. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

18. Grantor represents that this deed of trust and the note are given for the following purposes:

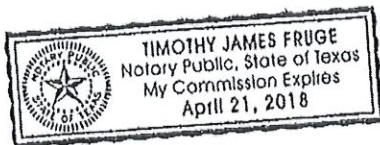
This deed of trust is given to comply with the Final Decree of Divorce and obligation imposed therein in Cause No. 13-2647, rendered by the 428th Judicial District Court of Hays County, Texas, styled "In the Matter of the Marriage of K.R.J. and A.J. and in the Interest of R.A.J., C.A.J. and G.G.J., minor children."

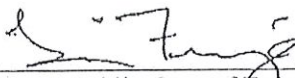

Alexander Emerick Jones

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on March 19th 2015 by the
Back of the Moon, undersigned Alexander Emerick Jones, Grantor




Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

James S. Gilbreath
1301 S. Capital of Texas Highway
Suite C-120
Austin, Texas 78746

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Mar 24, 2015 04:03 PM 2015043396

PEREZTA: \$46.00

Dana DeBeauvoir, County Clerk
Travis County TEXAS

Exhibit C:
Alexander Emerick Jones'
Grant of Deed of Trust in
Pedernales Hills Ranch
Blanco County
March 19, 2015

¶15. Grantor and each surety, endorser, and guarantor of the note waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, (f) notice of protest, and (g) rights under sections 51.003 and 51.004 of the Texas Property Code.

150815

Deed of Trust

3-19-15 2:25 COT

Date:

Grantor: Alexander Emerick Jones

Grantor's Mailing Address: 101 Colorado Street, #3605, Austin, Travis County, Texas 78703

Trustee: James S. Gilbreath

Trustee's Mailing Address: 1301 S. Capital of Texas Highway, Suite C-120, Austin, Travis County, Texas 78746

Beneficiary: Kelly R. Jones

Beneficiary's Mailing Address: 12250 Trautwein Road, Austin, Hays County, Texas 78737

Note

Date:

Original Principal Amount: \$2,727,951.00

Maker: Alexander Emerick Jones

Payee: Kelly R. Jones

Filed this 26 day of Mar 20 15
11:34 A.M.

Laura Walla
County Clerk, Blanco County, Texas
By Shirley K. Maly Deputy

Maturity Date: Payable in 72 equal monthly installments of \$43,933.00 each beginning 45 days after the signing of the Final Decree of Divorce in Cause No. 13-2647 by the Presiding Judge of the 428th Judicial District Court of Hays County, Texas.

Property (including any improvements):

Pedernales Hills Ranch, Lot 18, 5.01 Acres, legally described as BEING Tract 18, PEDERNALES HILLS RANCHES, a subdivision situated in Blanco County, Texas, according to Plat in Volume 1, Page 123-126, Plat Records of Blanco County, Texas; TOGETHER WITH ingress and egress easement more particularly described in Volume 112, Page 782, Deed Records of Blanco County, Texas.

Prior Lien(s): None.

Other Exceptions to Conveyance and Warranty: None.

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property, subject to the other exceptions to conveyance and warranty. On payment of the note and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Beneficiary will release it at Grantor's expense.

Clauses and Covenants

A. Grantor's Obligations

Grantor agrees to—

1. keep the property in good repair and condition;
2. pay all taxes and assessments on the property before delinquency, not authorize a taxing entity to transfer its tax lien on the property to anyone other than Beneficiary, and not request a deferral of the collection of taxes pursuant to section 33.06 of the Texas Tax Code;
3. defend title to the property subject to the other exceptions to conveyance and warranty and preserve the lien's priority as it is established in this deed of trust;
4. maintain all insurance coverages with respect to the property, revenues generated by the property, and operations on the property that Beneficiary reasonably requires ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Beneficiary, and deliver evidence of the Required Insurance Coverages in a form acceptable to Beneficiary at least ten days before the expiration of the Required Insurance Coverages;
5. obey all laws, ordinances, and restrictive covenants applicable to the property;
6. keep any buildings occupied as required by the Required Insurance Coverages;
7. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
8. notify Beneficiary of any change of address.

B. Beneficiary's Rights

1. Beneficiary may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all the rights and liens of the holders of any debt so paid.
3. Beneficiary may apply any proceeds received under the property insurance policies covering the property either to reduce the note or to repair or replace damaged or destroyed improvements covered by the policy. If the property is Grantor's primary residence and Beneficiary reasonably determines that repairs to the improvements are economically feasible, Beneficiary will make the insurance proceeds available to Grantor for repairs.
4. Notwithstanding the terms of the note to the contrary, and unless applicable law prohibits, all payments received by Beneficiary from Grantor with respect to the note or this deed of trust may, at Beneficiary's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Beneficiary with respect to the note, to be applied to late charges, principal, or interest in the order Beneficiary in its discretion determines.

5. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.

6. If a default exists in payment of the note or performance of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Beneficiary may—

- a. declare the unpaid principal balance and earned interest on the note immediately due;
- b. exercise Beneficiary's rights with respect to rent under the Texas Property Code, as then in effect;
- c. direct Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
- d. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.

7. Beneficiary may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

C. Trustee's Rights and Duties

If directed by Beneficiary to foreclose this lien, Trustee will—

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;
2. sell and convey all or part of the property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to the other exceptions to conveyance and warranty and without representation or warranty, express or implied, by Trustee;
3. from the proceeds of the sale, pay, in this order—
 - a. expenses of foreclosure, including a reasonable commission to Trustee;
 - b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantor; and
 - d. to Grantor, any balance; and
4. be indemnified, held harmless, and defended by Beneficiary against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust

created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

D. General Provisions

1. If any of the property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any trustee's deed conveying the property will be presumed to be true.
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien will remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.
5. If any portion of the note cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all amounts payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees and court and other costs, Beneficiary will either release any remaining amounts to Grantor or apply such amounts to reduce the note. Beneficiary will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Beneficiary notice of any actual or threatened proceedings for condemnation of all or part of the property.
7. Grantor collaterally assigns to Beneficiary all present and future rent from the property and its proceeds. Grantor warrants the validity and enforceability of the assignment. Grantor will apply all rent to payment of the note and performance of this deed of trust, but if the rent exceeds the amount due with respect to the note and the deed of trust, Grantor may retain the excess. If a default exists in payment of the note or performance of this deed of trust, Beneficiary may exercise Beneficiary's rights with respect to rent under the Texas Property Code, as then in effect. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary will apply all rent collected under this paragraph as required by the Texas Property Code, as then in effect. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies.
8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded.

This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

9. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

10. If Grantor transfers any part of the property without Beneficiary's prior written consent, Beneficiary may declare the note immediately payable and invoke any remedies provided in this deed of trust for default. If the property is residential real property containing fewer than five dwelling units or a residential manufactured home, this provision does not apply to (a) a subordinate lien or encumbrance that does not transfer rights of occupancy of the property; (b) creation of a purchase-money security interest for household appliances; (c) grant of a leasehold interest of three years or less without an option to purchase; (d) transfer to a spouse or children of Grantor; (e) transfer to a relative of Grantor on Grantor's death; (f) a transfer resulting from a decree of a dissolution of marriage, a legal separation agreement, or an incidental property settlement agreement by which the spouse of Grantor becomes an owner of the property; or (g) transfer to an inter vivos trust in which Grantor is and remains a beneficiary and occupant of the property.

11. When the context requires, singular nouns and pronouns include the plural.

12. The term *note* includes all extensions, modifications, and renewals of the note and all amounts secured by this deed of trust.

13. This deed of trust binds, benefits, and may be enforced by successors in interest of all parties.

14. If Grantor and Maker are not the same person, the term *Grantor* includes Maker.

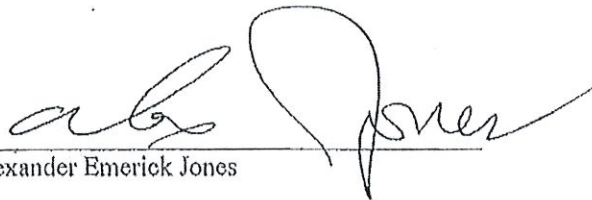
15. Grantor and each surety, endorser, and guarantor of the note waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, (f) notice of protest, and (g) rights under sections 51.003 and 51.004 of the Texas Property Code.

16. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Beneficiary's rights under this deed of trust if this deed of trust is placed in the hands of an attorney for enforcement.

17. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

18. Grantor represents that this deed of trust and the note are given for the following purposes:

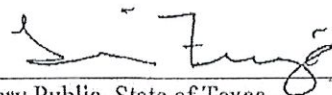
This deed of trust is given to comply with the Final Decree of Divorce and obligation imposed therein in Cause No. 13-2647, rendered by the 428th Judicial District Court of Hays County, Texas, styled "In the Matter of the Marriage of K.R.J. and A.J. and in the Interest of R.A.J., C.A.J. and G.G.J., minor children."

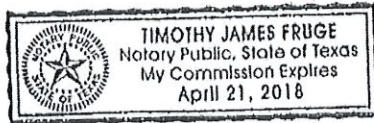

Alexander Emerick Jones

STATE OF TEXAS)

COUNTY OF)

This instrument was acknowledged before me on March 19th 2015 by the
Back of the Moon, undersigned Alexander Emerick Jones, Grantor


Notary Public, State of Texas



After Recording, Return To:

James S. Gilbreath
1301 S. Capital of Texas Highway
Suite C-120
Austin, Texas 78746

STATE OF TEXAS
COUNTY OF BLANCO
I hereby certify that this instrument was FILED in File Number Sequence on this
date and the line stamped hereon by me and was duly RECORDED in Official
Public Records of Blanco County, Texas on

MAR 26 2015



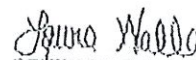

COUNTY CLERK
BLANCO COUNTY, TEXAS

Exhibit D:
Spreadsheet Showing
All Pending Lawsuits involving
Alexander E. Jones as of
January 23, 2020

Date	Date Closed (if applicable)	Court Case Number	Case Title	Cause of Action	# of Pleadings
2018_0305	2019_0611	218cv1830	Nat'l Pure V. Infoware	Copyright Infringement	Over 100
2018_1001	2018_1105	5618cv013	Free Speech Systems, LLC v. Payroll Inc.	Defamation; Other Contract	50-100
2018_1004	2018_0906	217cv2767	Geoffrida Pierce et al v. Donald J. Thomas et al (Including Infoware)	Diversity; Other Contract	Over 100
2018_1002	N/A	03-18-00650-CV	Alex E. Jones, Infoware, LLC, Free Speech Systems, LLC, and Owen Shogret vs Neil Meffin	Interdictory; Assault	Over 100
2018_0119	N/A	RG1888903	Center For Environmental Health vs Free Speech Systems, LLC	Tort; Civil; Other	50-100
2018_0313	N/A	03-18-00623	LEWIS V JONES ET AL	Other; Civil; Other	Over 100
2018_0313	N/A	318cv17	Glimore V. Jones Et Al	Defamation; Stander; Stander	Over 100
2018_0416	N/A	03-18-001335	HESLIN V JONES	Defamation; Stander; Stander	Over 100
2018_0402	N/A	03-18-001895	POZNER V. JONES	Defamation; Stander; Stander	Over 100
2018_0416	N/A	03-18-004451	Alex E. Jones, Infoware, LLC and Free Speech Systems, LLC vs Leonard Pomeroy and Veronique Du La Roca	Defamation; Stander; Stander	Over 100
2018_0513	N/A	03-18-001842	POZNER V. JONES	Defamation; Stander; Stander	Over 100
2018_0513	N/A	03-18-00601-CV	POZNER V. JONES	Defamation; Stander; Stander	Over 100
2018_0513	N/A	119cv656	Alex E. Jones, Infoware, LLC and Free Speech Systems, LLC vs Leonard Pomeroy and Veronique Du La Roca	Defamation; Stander; Stander	Over 100
2018_0513	N/A	03-18-0075078-5	POZNER V. JONES	Defamation; Stander; Stander	Over 100
2018_0713	2018_1105	318cv1156	POZNER V. JONES	Defamation; Stander; Stander	Over 100
2018_1205	N/A	03-18-006438-5	POZNER V. JONES	Defamation; Stander; Stander	Over 100
2018_1205	N/A	03-18-006438-5	POZNER V. JONES	Defamation; Stander; Stander	Over 100
2018_0706	N/A	03-18-007475-5	POZNER V. JONES	Defamation; Stander; Stander	Over 100
2018_0222	N/A	03-18-00112-CV	POZNER V. JONES	Defamation; Stander; Stander	Over 100
2018_0524	N/A	03-18-00423-CV	POZNER V. JONES	Defamation; Stander; Stander	Over 100
2018_0524	N/A	119cv6941	POZNER V. JONES	Defamation; Stander; Stander	Over 100
2018_0524	N/A	318cv711	POZNER V. JONES	Defamation; Stander; Stander	Over 100
2018_0524	N/A	117cv7028	POZNER V. JONES	Defamation; Stander; Stander	Over 100
2018_0208	2018_0113	117cv7028	POZNER V. JONES	Defamation; Stander; Stander	Over 100
2017_1204	N/A	417cv6554	POZNER V. JONES	Defamation; Stander; Stander	Over 100
2018_0511	2018_0227	417cv6554	POZNER V. JONES	Defamation; Stander; Stander	Over 100
2017_1113	N/A	Cv42-17-1659	POZNER V. JONES	Defamation; Stander; Stander	Over 100
2017_0424	N/A	118cv20983	POZNER V. JONES	Defamation; Stander; Stander	Over 100
2018_0515	2019_0109	118cv20983	POZNER V. JONES	Defamation; Stander; Stander	Over 100

U.S.B.C. Western District of Texas (LIVE)

Page 1 of 1

United States Bankruptcy Court
Western District of Texas

Notice of Involuntary Bankruptcy Case Filing

An involuntary bankruptcy case concerning the debtor(s) listed below was filed under Chapter 11 of the United States Bankruptcy Code, entered on 01/24/2020 at 1:45 PM and filed on 01/24/2020.

Alexander Emric Jones
Free Speech Systems, LLC
3019 Alvin DeVane Boulevard #350
Austin, TX 78741
SSN / ITIN: xxx-xx-0000
aka Alexander Emerick Jones
aka Alex Jones
aka Alexander E. Jones



The case was filed by the following petitioning creditor(s):

Kelly R. Jones
11601 HWY 290 W
Suite A101-307
Austin, TX 78737
888-995-3559

The case was assigned case number 20-10118.

If you would like to view the bankruptcy petition and other documents filed by the petitioning creditor (s) and the debtor, they are available at our *Internet* home page <http://ecf.txwb.uscourts.gov> or at the Clerk's Office, 903 SAN JACINTO, SUITE 322, AUSTIN, TX 78701-0.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

Barry D. Knight
Clerk, U.S. Bankruptcy
Court

B2500E (Form 2500E) (12/15)

United States Bankruptcy Court

District Of

In re Alexander Emric Jones,
Debtor*

Case No. 20-10118

Chapter 11

SUMMONS TO DEBTOR IN INVOLUNTARY CASE

To the above named debtor:

A petition under title 11, United States Code was filed against you in this bankruptcy court on January 24, 2020 (date), requesting an order for relief under chapter 11 of the Bankruptcy Code (title 11 of the United States Code).

YOU ARE SUMMONED and required to file with the clerk of the bankruptcy court a motion or answer to the petition within 21 days after the service of this summons. A copy of the petition is attached.

Address of the clerk:

903 San Jacinto, Ste 322
Austin, TX 78701

At the same time, you must also serve a copy of your motion or answer on petitioner's attorney.

Name and Address of Petitioner's Attorney:

Kelly Jones
Pro Se
11601 Hwy 290W, Ste A101
Austin, TX 78737

If you make a motion, your time to answer is governed by Fed. R. Bankr. P. 1011(c).

If you fail to respond to this summons, the order for relief will be entered.

BARRY D. KNIGHT

(Clerk of the Bankruptcy Court)

Date: 1-24-20

By: Adam L. Vance

(Deputy Clerk)

* Set forth all names, including trade names, used by the debtor within the last 8 years. (Fed. R. Bankr. P. 1005).

B2500E (Form 2500E) (12/15)

CERTIFICATE OF SERVICE

I, _____ (name), certify that on _____
(date), I served this summons and a copy of the involuntary petition on _____
(name), the debtor in this case, by *[describe the mode of service and the address at which the
debtor was served]*:

If service was made by personal service, by residence service, or pursuant to state law, I further certify that I am, and at all times during the service of process was, not less than 18 years of age and not a party to the matter concerning which service of process was made.

Under penalty of perjury, I declare that the foregoing is true and correct.

Date _____ Signature _____

Print Name: _____

Business Address: _____

EXHIBIT B

AFFIDAVIT OF TED LEAR

STATE OF TEXAS §

§

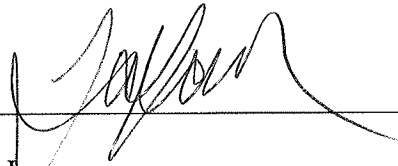
COUNTY OF TRAVIS §

e

Before me, the undersigned authority on this day personally appeared Ted Lear, a person known to me who, after being duly sworn, stated under oath as follows:

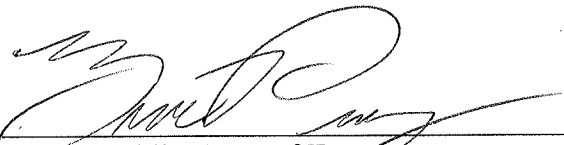
1. “My name is Ted Lear. I am over 21 years of age, have never been convicted of a felony, and am fully competent to provide this Affidavit. All of the statements contained herein are true and correct, and are within my personal knowledge.
2. I performed an Appraisal Report (the Appraisal”) on real estate known as 5240 McCormick Mountain Drive, Austin, Texas 78734, Lot 3 Back of the Moon Subdivision, formerly known as 15101 Back of the Moon, Unit D (the “Property”) which is attached hereto and incorporated herein as Exhibit A.
3. My resume and qualifications are more fully described on page 16 of the Appraisal. I am a General Real Estate Appraiser licensed in the State of Texas since 1993. I had the SRA designation from the Appraisal Institute. I have performed many appraisals of the type of residential property which is the subject of the Appraisal. The Appraisal contains a description of the principal factors that I looked at and considered in connection with my opinion of the Market Value of the Property. The information which I considered and used is typical of information normally considered by appraisers in determining the Market Value (as defined on page 8 of the Appraisal) and was either personally observed by me or is from reliable sources normally considered by appraisers in determining the value of residential real estate of this type.
4. I used the Sales Comparison approach in arriving at my opinion of the Market Value of the Property as of 3/31/20, and the comparable sales that I have reviewed and the adjustments made with respect to those comparable sales and to the Property are reflected in the Appraisal. The Extraordinary Assumptions and limiting conditions of my opinions are described page 7 of the Appraisal. My certification as an appraiser is contained on page 8 of the Appraisal.
5. It is my professional opinion that the Property has a Market Value as of March 31, 2020 of \$1,275,000.

Further Affiant sayeth not.

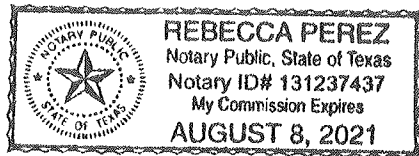


Ted Lear

SUBSCRIBED AND SWORN TO BEFORE ME on April , 2020 to certify which
witness my hand and seal of office.



Notary Public, State of Texas



APPRAISAL OF REAL PROPERTY**LOCATED AT**

5240 McCormick Mountain Dr
Austin, TX 78734

Lot 3, Back of the Moon Subdivision, amended plat

FOR

Minton, Burton, Foster & Collins, P.C.
1100 Guadalupe St
Austin, TX 78701

OPINION OF VALUE

1,275,000

AS OF

03/31/2020

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EXHIBIT A

Restricted Appraisal Report

SUBJECT	Property Address: 5240 McCormick Mountain Dr		City: Austin		State: TX		Zip Code: 78734	
	County: Travis		Legal Description: Lot 3, Back of the Moon Subdivision, amended plat		Assessor's Parcel #: 156816			
	Tax Year: 2019		R.E. Taxes: \$ 12,248		Special Assessments: \$ 0		Borrower (if applicable): NA	
	Current Owner of Record: Alex Jones		Occupant: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant <input type="checkbox"/> Manufactured Housing		HOA: \$ NA per year <input type="checkbox"/> per month			
ASSIGNMENT	Project Type: <input type="checkbox"/> PUD <input type="checkbox"/> Condominium <input type="checkbox"/> Cooperative <input type="checkbox"/> Other (describe)		Map Reference: 12420		Census Tract: 0017.41			
	The purpose of this appraisal is to develop an opinion of: <input checked="" type="checkbox"/> Market Value (as defined), or <input type="checkbox"/> other type of value (describe)							
	This report reflects the following value (if not Current, see comments): <input checked="" type="checkbox"/> Current (the Inspection Date is the Effective Date) <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective							
	Approaches developed for this appraisal: <input checked="" type="checkbox"/> Sales Comparison Approach <input type="checkbox"/> Cost Approach <input type="checkbox"/> Income Approach (See Reconciliation Comments and Scope of Work)							
MARKET AREA DESCRIPTION	Property Rights Appraised: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Leased Fee <input type="checkbox"/> Other (describe)		Intended Use: to provide current market value opinion.					
	Intended User(s) (by name or type): Client identified below							
	Client: Minton, Burton, Foster & Collins, P.C.		Address: 1100 Guadalupe St, Austin, TX 78701					
	Appraiser: Ted Lear		Address: 6609 Manchaca Rd, Austin, TX 78745					
SITE DESCRIPTION	Location: <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural		Predominant Occupancy: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant (0-5%) <input type="checkbox"/> Vacant (>5%)		One-Unit Housing		Present Land Use	
	Built up: <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%		Growth rate: <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow		PRICE \$ (000)		AGE (yrs)	
	Property values: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining		Demand/supply: <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply		161 Low 0		One-Unit 70% 2-4 Unit 2%	
	Marketing time: <input checked="" type="checkbox"/> Under 3 Mos. <input type="checkbox"/> 3-6 Mos. <input type="checkbox"/> Over 6 Mos.				1,760 High 80		Multi-Unit 3% Comm'l 15%	
Market Area Boundaries, Description, and Market Conditions (including support for the above characteristics and trends): The subject is located in an established neighborhood west of Austin off RR 620. The specific neighborhood reference would be Hudson Bend. Market acceptance has been good based on the sales activity observed. It is in the Lake Travis ISD. Access to other parts of the city is adequate via RR 620. Schools, shopping and employment centers are located nearby or with adequate access via RR 620 and Highway 71. Supply and demand would appear to be in balance. Financing is readily available from a variety of lending sources. Boundaries can be identified as the Hudson Bend Community and is bound by Highway 71, Lake Travis, RR 620.								
DESCRIPTION OF THE IMPROVEMENTS	Dimensions: See plat		Site Area: 6.39 ac		Description: Residential deed restricted/Travis County guidelines			
	Zoning Classification: None/Outside City		Zoning Compliance: <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (grandfathered) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning		Are CC&Rs applicable? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown Have the documents been reviewed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Ground Rent (if applicable) \$ /			
	Highest & Best Use as improved: <input checked="" type="checkbox"/> Present use, or <input type="checkbox"/> Other use (explain)		Actual Use as of Effective Date: Single Family Residential Use as appraised in this report: Single Family Residential					
	Summary of Highest & Best Use: The subject's current use is judged to be consistent with the highest and best use. This use would also meet the criteria of legally permissible, physically possible and financially feasible.							
DESCRIPTION OF THE IMPROVEMENTS	Utilities		Off-site Improvements		Public		Private	
	Electricity <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other		Street Asphalt		<input checked="" type="checkbox"/> <input type="checkbox"/>		Topography Slopes	
	Gas <input type="checkbox"/> Propane <input checked="" type="checkbox"/>		Curb/Gutter None		<input type="checkbox"/> <input type="checkbox"/>		Size Larger than typical	
	Water <input checked="" type="checkbox"/> Water District <input type="checkbox"/> Septic <input checked="" type="checkbox"/>		Sidewalk None		<input type="checkbox"/> <input type="checkbox"/>		Shape Irregular	
Sanitary Sewer <input type="checkbox"/> Storm Sewer <input type="checkbox"/>		Street Lights None		<input type="checkbox"/> <input type="checkbox"/>		Drainage Appears Adequate		
Other site elements: <input checked="" type="checkbox"/> Inside Lot <input type="checkbox"/> Corner Lot <input type="checkbox"/> Cul de Sac <input type="checkbox"/> Underground Utilities <input type="checkbox"/> Other (describe)		Alley None		<input type="checkbox"/> <input type="checkbox"/>		View Lake/Skyln/Panor.		
FEMA Spec'l Flood Hazard Area <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No FEMA Flood Zone AE FEMA Map # 48453C0220J FEMA Map Date 1/22/2020								
Site Comments: The subject is an interior site accessed via a shared drive. Topography is steep to slightly sloped, typical of other waterfront properties in the area. It offers good frontage along Lake Travis, along with a panoramic view of the lake and skyline. A good portion of the total site area extends into the main body of Lake Travis and is not considered usable (common to the market area). Approximately 1/2 of the total size is considered usable area. See additional comments.								
DESCRIPTION OF THE IMPROVEMENTS	General Description		Exterior Description		Foundation		Basement	
	# of Units 1 <input type="checkbox"/> Acc. Unit		Foundation Concrete		Slab Yes		Area Sq. Ft. None	
	# of Stories 2		Exterior Walls Stucco/Msnry		Crawl Space NA		% Finished None	
	Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/>		Roof Surface Clay Tile		Basement NA		Ceiling	
Design (Style) Hacienda		Gutters & Dwnspsts. NA		Sump Pump <input type="checkbox"/>		Walls		
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Und. Cons.		Window Type SteelCasmnt		Dampness <input type="checkbox"/>		Floor		
Actual Age (Yrs.) 25		Storm/Screen Screens		Settlement None evident		Outside Entry		
Effective Age (Yrs.) 10				Infestation NA				
Interior Description		Appliances		Attic <input type="checkbox"/> None		Amenities		
Floors Tile, Conc, Cpt		Refrigerator <input type="checkbox"/>		Stairs <input type="checkbox"/>		Fireplace(s) # 1 Woodstove(s) #		
Walls Paint		Range/Oven <input checked="" type="checkbox"/>		Drop Stair <input type="checkbox"/>		Patio Cvd&Open		
Trim/Finish Wood		Disposal <input checked="" type="checkbox"/>		Scuttle <input checked="" type="checkbox"/>		Deck None		
Bath Floor Tile		Dishwasher <input checked="" type="checkbox"/>		Doorway <input type="checkbox"/>		Porch Cvd		
Bath Wainscot Tile		Fan/Hood <input checked="" type="checkbox"/>		Floor <input type="checkbox"/>		Fence None		
Doors Hollow		Microwave <input type="checkbox"/>		Heated <input type="checkbox"/>		Pool None		
		Washer/Dryer <input type="checkbox"/>		Finished <input type="checkbox"/>				
Finished area above grade contains: 7 Rooms 3 Bedrooms 2.0 Bath(s) 2,233 Square Feet of Gross Living Area Above Grade								
Additional features: Breezeway entry foyer, covered patios with fireplace, open stone patios, sauna/storage, private gated entry off street, shared drive, stone tile floors, stained/scored concrete floors, Viking range and hood, poured concrete countertops.								
Describe the condition of the property (including physical, functional and external obsolescence): The subject displays a generally adequate layout and design. It is considered to offer features which are generally accepted in the market, and generally average to good in overall quality. Overall condition is considered generally good, with adequate overall maintenance.								
NOTE: The property was formerly known as 15101 Back of the Moon, Unit D. New legal address is as reported, 5240 McCormick Mountain Dr.								

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Jones

File No.: L20-138

Restricted Appraisal Report

My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.									
Data Source(s): MLS, tax records.									
TRANSFER HISTORY	1st Prior Subject Sale/Transfer		Analysis of sale/transfer history and/or any current agreement of sale/listing: The subject has no sale history over the past three years. None of the comparables appear to have sold in the year prior to the stated transaction. The appraiser has performed no other services in regard to appraisal or any other role in the past 3 years.						
	Date: None in 3 yrs								
	Price: NA								
	Source(s): Tax Records								
	2nd Prior Subject Sale/Transfer								
Date:									
Price:									
Source(s):									
SALES COMPARISON APPROACH TO VALUE (if developed) <input type="checkbox"/> The Sales Comparison Approach was not developed for this appraisal.									
FEATURE		SUBJECT		COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address		5240 McCormick Mountain Dr Austin, TX 78734		5262 McCormick Mountain Dr Austin, TX 78734		15304 Rainbow One St Austin, TX 78734		14423 Agarita Rd Austin, TX 78734	
Proximity to Subject				0.20 miles SE		0.27 miles NW		0.88 miles SE	
Sale Price		\$		\$ 1,125,000		\$ 1,069,000		\$ 1,490,000	
Sale Price/GLA		\$ /sq.ft.		\$ 454.55 /sq.ft.		\$ 314.60 /sq.ft.		\$ 519.53 /sq.ft.	
Data Source(s)		Inspection		MLS #2679180;DOM 8		MLS #1322083;DOM 209		MLS #8579149;DOM 236	
Verification Source(s)		Tax Records		Tax Records		Tax Records		Tax Records	
VALUE ADJUSTMENTS		DESCRIPTION		DESCRIPTION		DESCRIPTION		DESCRIPTION	
				+ (-) \$ Adjust.		+ (-) \$ Adjust.		+ (-) \$ Adjust.	
Sales or Financing		0		Conv, 0 pts		Cash, 0 pts		Cash, 0 pts	
Concessions				Bccst \$1,000		Bccst \$0		Bccst \$0	
Date of Sale/Time		NA		s08/19;c07/19		s07/19;c07/19		s06/19;c05/19	
Rights Appraised		Fee Simple		Fee Simple		Fee Simple		Fee Simple	
Location		Hudson Bend		Hudson Bend		Hudson Bend		Agarita	
Site		6.39 ac/3+ac-usbl		1.15 ac		0.53 ac		1.0 ac	
				+75,000		+125,000		+75,000	
View		Lake/Skyln/Panor.		Lake/Hills/Panor.		Lake/Hills/Panor.		Lake/Skyln/Panor.	
Design (Style)		Hacienda		NeoEclectic		Modern		Tradit.	
Quality of Construction		Good		Good-Avg		Avg-Good		Good	
Age		25		29		59		38	
Condition		Good/Avg		Avg/Good		Average		Good/Avg	
				+25,000		+50,000			
Above Grade		Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths	
Room Count		7 3 2.0		9 3 2.1		9 4 3.1		8 2 2.0	
Gross Living Area		2,233 sq.ft.		2,475 sq.ft.		3,398 sq.ft.		2,868 sq.ft.	
				-24,200		-116,500		-63,500	
Basement & Finished		None		None		None		None	
Rooms Below Grade		None						None	
Functional Utility		Adequate		Adequate		Adequate		Adequate	
Heating/Cooling		CA/CH		CA/CH		CA/CH		CA/CH	
Energy Efficient Items		Typical Features		Typical Features		Typical Features		Typical Features	
Garage/Carport		4 Garage/2 Carport		3 Garage		Open Parking		2 Carport	
				+15,000		+45,000		+40,000	
Porch/Patio/Deck		CvdPat,OpnPats,		Porch,CvdPatio,		0 Porch,CvdPatio,		0 Porch,CvdPatio,	
Addtnl.		FP,Sauna,Storage		Deck		Pl/Spa,Fnc,Stor.		OpnPats,Dck,Etc.	
				+20,000		-35,000			
Not Adjustment (Total)				<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 135,800		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 118,500		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -98,500	
Adjusted Sale Price				Net 12.1 %		Net 11.1 %		Net 6.6 %	
of Comparables				Gross 16.4 % \$ 1,260,800		Gross 39.4 % \$ 1,187,500		Gross 22.0 % \$ 1,391,500	
Summary of Sales Comparison Approach									
The subject is located in a small and exclusive market of houses on waterfront lots, west of Austin in the community generally referred to as Hudson Bend. Sales 1 and 2 are located in this immediate neighborhood. Sale 3, while similar in general proximity, is located in an area considered superior (as evidenced by historical land sale data), most likely attributable to access and superior property conformity. Sale 4 is located nearby, in a competing neighborhood and school district. Sales 2 and 4 required greater overall net or gross adjustments than would be preferred, but were judged to be more similar than any other sales currently available.									
The subject's site is considered its most significant characteristic contributing to marketability. The site is larger than typical for the immediate area, and offers usable area specifically with its moderate slope down to Lake Travis. In this market of waterfront properties, site size is not a specific indicator of contribution to value, as often the usable area of a site is vastly different from the total area.									
No date of sale adjustments made as available data in the subject market segment is inconclusive in regard to any price changes. Data from the overall neighborhood suggests generally stable value trends over the past year. Site adjustments were made for differences in overall site size - in regard to usable area, as well as for water frontage impact and view amenity desirability. Quality adjustments were made for differences in materials and features. Most notable differences were flooring, countertops, cabinets, appliances, trim, etc. Sales 1 and 2 are both judged inferior, with Sale 2 more lacking in regard to these materials and features. Condition adjustments were made to account for differences in cosmetic items. Sales 1 and 2 are both judged inferior in regard to cosmetic condition, with Sale 2 most dissimilar in regard to need of updating. Size and bath adjustments were made at market estimates for contribution of these characteristics in like kind houses. Additional adjustments were made for differences in parking amenity, as well as exterior features.									
These comparables are judged to adequately represent the market for the subject, despite noted differences. The adjusted sale price range is noted to be \$1,114,700 to \$1,391,500. Sales 1-3 are judged most similar overall, with Sale 1 judged more similar than any of the others. Sale 1 has received slightly more emphasis in my analysis and conclusion.									
Indicated Value by Sales Comparison Approach \$ 1,275,000									

Jones

File No.: L20-138

3/2007

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ADDITIONAL COMPARABLE SALESJones
File No.: L20-138

FEATURE		SUBJECT		COMPARABLE SALE # 4		COMPARABLE SALE # 5		COMPARABLE SALE # 6	
Address		5240 McCormick Mountain Dr Austin, TX 78734		4808 Park Ln Austin, TX 78732					
Proximity to Subject				1.89 miles SE					
Sale Price		\$		\$ 950,000		\$		\$	
Sale Price/GLA		\$ /sq.ft.		\$ 455.42 /sq.ft.		\$ /sq.ft.		\$ /sq.ft.	
Data Source(s)		Inspection		MLS #1143178; DOM 46					
Verification Source(s)		Tax Records		Tax Records					
VALUE ADJUSTMENTS		DESCRIPTION		DESCRIPTION		+ (-) \$ Adjust.		DESCRIPTION	
Sales or Financing		0		VA, 0 pts					
Concessions				Bccst \$0					
Date of Sale/Time		NA		s07/19;c06/19					
Rights Appraised		Fee Simple		Fee Simple					
Location		Hudson Bend		Travis Vista					
Site		6.39 ac/3+ac-usbl		0.66 ac		+125,000			
View		Lake/Skyln/Panor.		Lake/Hills/Panor.					
Design (Style)		Hacienda		Modern					
Quality of Construction		Good		Good					
Age		25		41					
Condition		Good/Avg		Good/Avg					
Above Grade		Total	Bdrms	Baths	Total	Bdrms	Baths	Total	Bdrms
Room Count		7	3	2.0	7	3	2.0		
Gross Living Area		2,233 sq.ft.		2,086 sq.ft.		+14,700		sq.ft.	
Basement & Finished		None		None					
Rooms Below Grade		None							
Functional Utility		Adequate		Adequate					
Heating/Cooling		CA/CH		CA/CH					
Energy Efficient Items		Typical Features		Typical Features					
Garage/Carport		4 Garage/2 Carport		2 Garage		+25,000			
Porch/Patio/Deck		CvdPat,OpnPats,		Porch,Patios,Deck,		0			
Addnl.		FP,Sauna,Storage		Cabana,Fence		0			
Net Adjustment (Total)				<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$		164,700		<input type="checkbox"/> + <input type="checkbox"/> - \$	
Adjusted Sale Price				Net 17.3 %				Net %	
of Comparables				Gross 17.3 %		1,114,700		Gross %	
Summary of Sales Comparison Approach									

Supplemental Addendum

File No. L20-138

Owner	Alex Jones				
Property Address	5240 McCormick Mountain Dr				
City	Austin	County	Travis	State	TX Zip Code 78734
Client	Minton, Burton, Foster & Collins, P.C.				

Extraordinary Assumptions/Hypothetical Conditions:

No inspection report was known to be available, nor was one provided to the appraiser. Assumptions regarding overall condition are based upon cursory observations during the site visit. Any notable issues are itemized. Should any issues regarding condition arise from any subsequent reports, the value conclusion could be impacted. This is considered an Extraordinary Assumption, the use of which might have impacted appraisal results.

Prior Services/Prior Sales:

No prior other services provided from the appraiser in regard to the subject property (appraisal, consultation, etc.) in the 3 year period preceding the effective date of the appraisal. None of the sales utilized appear to have sold in the 12 months prior to the stated transaction.

Purpose/Intended Use/Intended User:

The purpose of this appraisal is to establish an opinion of the market value as defined, for the purpose of valuation of assets. The intended user is the stated client.

Scope of Appraisal:

Upon receiving this assignment, I identified the real property being appraised and collected property-specific data available through public records, various data services and or MLS database when available. I then completed an inspection of the subject, noting design, layout, features, quality, utility, amenities and architectural style. The inspection included interior and exterior readily observable and accessible areas. I did not make entry into the attic and did not move any personal property or furnishings. The appraiser has noted all readily observable conditions of the subject property, that is, conditions that are immediately noticeable and discernible during a typical site visit. The appraiser is not responsible for determining the functionality of appliances or mechanical systems. Zoning data was obtained from public records, office files, and or city/county planning offices. The collected data was then used to develop a profile of the subject and to perform a search of the market for the most similar closed comparable sales, pending sales and active listings. The sales were confirmed and verified from public records, various data services and MLS, and when necessary with an agent or the owner. The sales data was then analyzed and a value conclusion derived. This Report was then completed, signed and released to the client. This report is intended to satisfy the requirements of USPAP.

It should be noted that the appraiser is not a home inspector, and this appraisal is not a home inspection. The appraiser only performed a visual observation of accessible areas and the appraisal report cannot be relied upon to disclose conditions and/or defects in the property.

Site Comments:

No adverse easements or encroachments were noted. It is observed to be similar to surrounding sites in regard to general physical characteristics. Current residential use appears to be consistent with the highest and best use. Residential use meets the criteria of legally permissible, economically feasible, physically possible and providing the greatest return to the site.

Current Market Comments:

With the current world health crisis involving the Covid-19 virus, markets have slowed. It is impossible at this time to make any estimate on how this worldwide health crisis might impact the real estate market in Austin, Texas. As of the effective date of this appraisal, the market data presented supports the value conclusion reached.

USPAP Compliance Addendum

Loan # Jones
File # L20-138

Owner	Alex Jones				
Property Address	5240 McCormick Mountain Dr				
City	Austin	County	Travis	State	TX Zip Code 78734
Client	Minton, Burton, Foster & Collins, P.C.				

APPRAISAL AND REPORT IDENTIFICATION

This Appraisal Report is one of the following types:

- ☒ Appraisal Report This report was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a).
- ☐ Restricted Appraisal Report This report was prepared in accordance with the requirements of the Restricted Appraisal Report option of USPAP Standards Rule 2-2(b), and is intended only for the use of the client and any other named intended user(s). Users of this report must clearly understand that the report may not contain supporting rationale for all of the opinions and conclusions set forth in the report.

ADDITIONAL CERTIFICATIONS

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The report analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or specified) personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- This appraisal report was prepared in accordance with the requirements of Title XI of FIRREA and any implementing regulations.

PRIOR SERVICES

- ☒ I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- ☐ I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

PROPERTY INSPECTION

- ☐ I have NOT made a personal inspection of the property that is the subject of this report.
- ☒ I HAVE made a personal inspection of the property that is the subject of this report.

APPRAISAL ASSISTANCE

Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

NA

ADDITIONAL COMMENTS

Additional USPAP related issues requiring disclosure and/or any state mandated requirements:


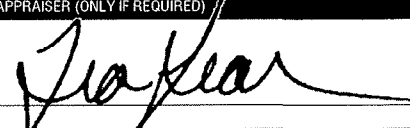
NA

MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY

- ☒ A reasonable marketing time for the subject property is 90-180 day(s) utilizing market conditions pertinent to the appraisal assignment.
- ☒ A reasonable exposure time for the subject property is 90-180 day(s).

APPRAISER

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature 	Signature 
Name Ted Lear	Name Ted Lear
Date of Signature 04/09/2020	Date of Signature 04/09/2020
State Certification # TX-1321121-G	State Certification #
or State License # 	or State License #
State TX	State
Expiration Date of Certification or License 06/30/2021	Expiration Date of Certification or License
Effective Date of Appraisal 03/31/2020	Supervisory Appraiser Inspection of Subject Property <input type="checkbox"/> Did Not <input type="checkbox"/> Exterior-only from Street <input type="checkbox"/> Interior and Exterior

Assumptions, Limiting Conditions & Scope of Work

Jones

File No.: L20-138

Property Address:	5240 McCormick Mountain Dr		City:	Austin	State:	TX	Zip Code:	78734
Client:	Minton, Burton, Foster & Collins, P.C.		Address:	1100 Guadalupe St, Austin, TX 78701				
Appraiser:	Ted Lear		Address:	6609 Manchaca Rd, Austin, TX 78745				

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- If the cost approach is included in this appraisal, the appraiser has estimated the value of the land in the cost approach at its highest and best use, and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used. Unless otherwise specifically indicated, the cost approach value is not an insurance value, and should not be used as such.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database.
- An appraisal of real property is not a 'home inspection' and should not be construed as such. As part of the valuation process, the appraiser performs a non-invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

See attached.

63

Jones

File No.: L20-138

Certifications

Property Address: 5240 McCormick Mountain Dr		City: Austin		State: TX		Zip Code: 78734	
Client: Minton, Burton, Foster & Collins, P.C.		Address: 1100 Guadalupe St, Austin, TX 78701					
Appraiser: Ted Lear		Address: 6609 Manchaca Rd, Austin, TX 78745					

APPRAISER'S CERTIFICATION
I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

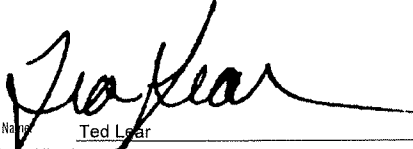
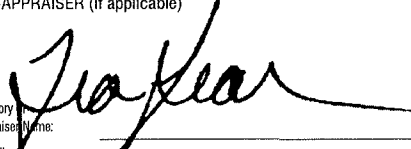
Additional Certifications:

As of the effective date of the appraisal, the appraiser has completed the continuing education requirements set forth by the Appraisal Institute.

DEFINITION OF MARKET VALUE *:
 Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

Client Contact: _____		Client Name: Minton, Burton, Foster & Collins, P.C.	
E-Mail: _____		Address: 1100 Guadalupe St, Austin, TX 78701	
APPRAISER		SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)	
			
Appraiser Name: Ted Lear		Supervisory Co-Appraiser Name: _____	
Company: The Lear Company		Company: _____	
Phone: (512) 329-8290		Phone: _____	
E-Mail: tedlear@learcompany.com		E-Mail: _____	
Date Report Signed: 04/09/2020		Date Report Signed: 04/09/2020	
License or Certification #: TX-1321121-G		License or Certification #: _____	
State: TX		State: _____	
Designation: SRA		Designation: _____	
Expiration Date of License or Certification: 06/30/2021		Expiration Date of License or Certification: _____	
Inspection of Subject: <input checked="" type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None		Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None	
Date of Inspection: 03/31/2020		Date of Inspection: _____	

Photograph Addendum

Owner	Alex Jones			
Property Address	5240 McCormick Mountain Dr			
City	Austin	County	Travis	State TX Zip Code 78734
Client	Minton, Burton, Foster & Collins, P.C.			



Front



Side



View



View



Site



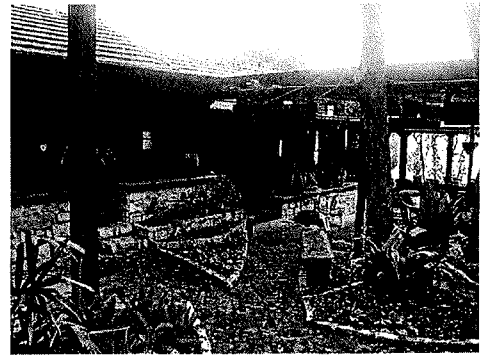
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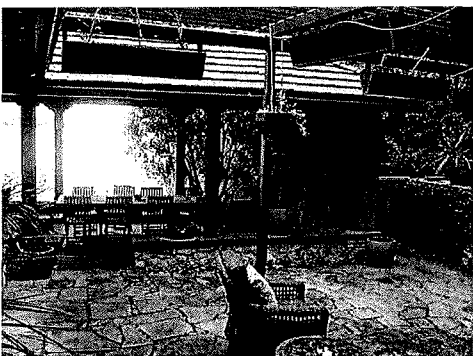
View



Side



Rear/Patio



Patio



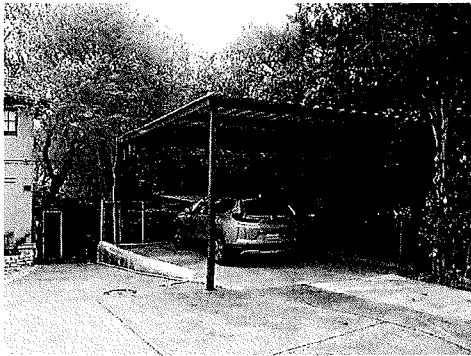
Patio



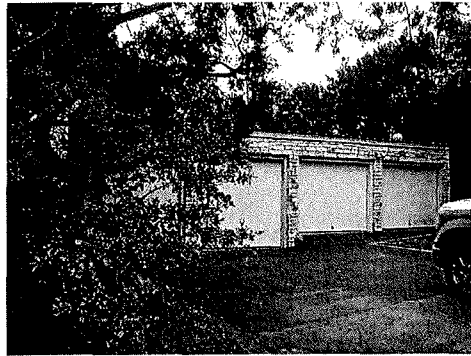
Site

Photograph Addendum

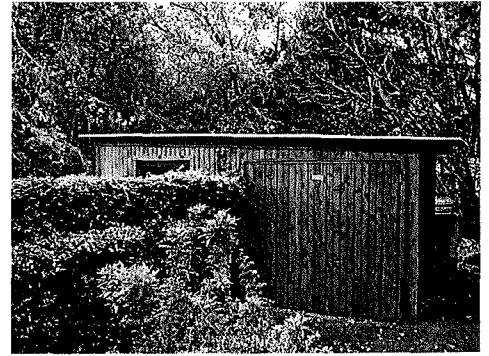
Owner	Alex Jones			
Property Address	5240 McCormick Mountain Dr			
City	Austin	County	Travis	State TX Zip Code 78734
Client	Minton, Burton, Foster & Collins, P.C.			



Carport



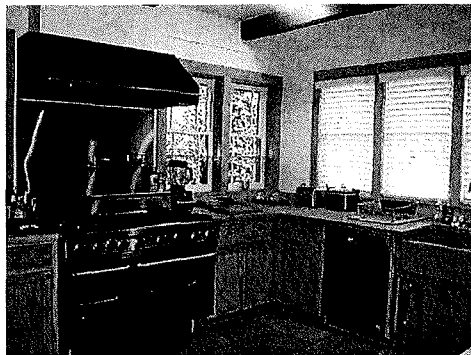
Garage/detached



Suana/Storage



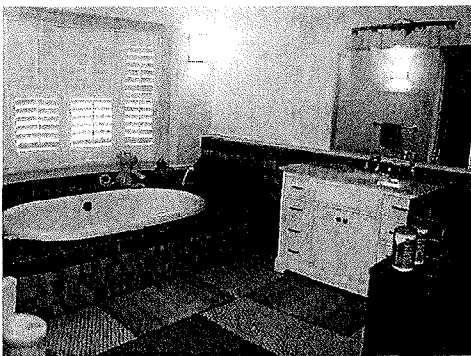
Din



Kit



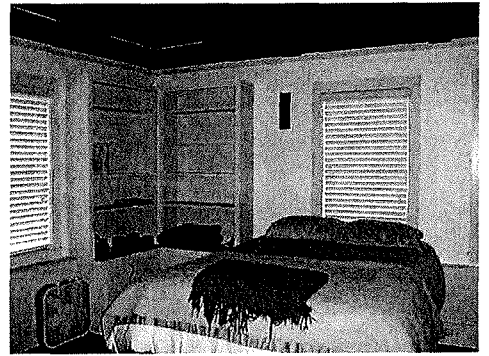
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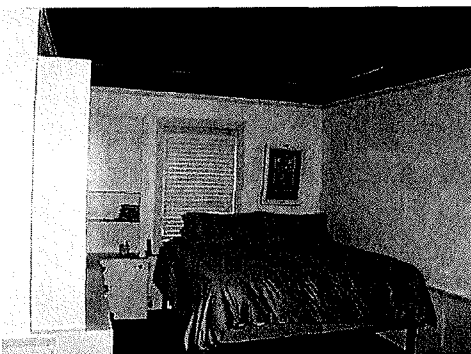
Ba



Ba/Util



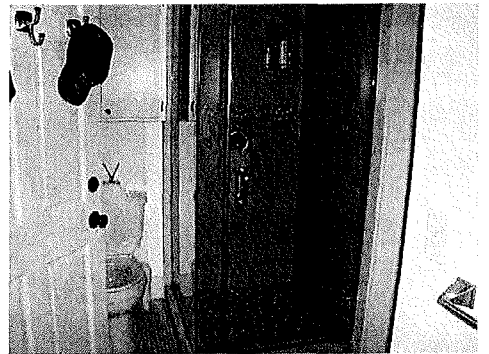
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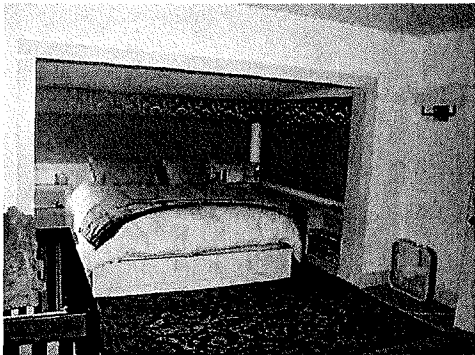
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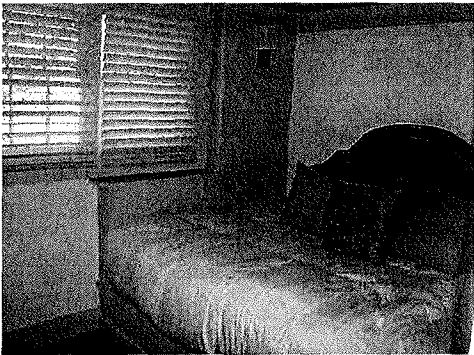
Mba

Photograph Addendum

Owner	Alex Jones			
Property Address	5240 McCormick Mountain Dr			
City	Austin	County	Travis	State TX Zip Code 78734
Client	Minton, Burton, Foster & Collins, P.C.			



Mbr



Sleep loft

Comparable Photo Page

Owner	Alex Jones					
Property Address	5240 McCormick Mountain Dr					
City	Austin	County	Travis	State	TX	Zip Code 78734
Client	Minton, Burton, Foster & Collins, P.C.					

**Comparable 1**

5262 McCormick Mountain Dr
 Prox. to Subject 0.20 miles SE
 Sale Price 1,125,000
 Gross Living Area 2,475
 Total Rooms 9
 Total Bedrooms 3
 Total Bathrooms 2.1
 Location Hudson Bend
 View Lake/Hills/Panor.
 Site 1.15 ac
 Quality Good-Avg
 Age 29

MLS Photo

**Comparable 2**

15304 Rainbow One St
 Prox. to Subject 0.27 miles NW
 Sale Price 1,069,000
 Gross Living Area 3,398
 Total Rooms 9
 Total Bedrooms 4
 Total Bathrooms 3.1
 Location Hudson Bend
 View Lake/Hills/Panor.
 Site 0.53 ac
 Quality Avg-Good
 Age 59

MLS Photo

**Comparable 3**

14423 Agarita Rd
 Prox. to Subject 0.88 miles SE
 Sale Price 1,490,000
 Gross Living Area 2,868
 Total Rooms 8
 Total Bedrooms 2
 Total Bathrooms 2.0
 Location Agarita
 View Lake/Skyln/Panor.
 Site 1.0 ac
 Quality Good
 Age 38

MLS Photo

Comparable Photo Page

Owner	Alex Jones				
Property Address	5240 McCormick Mountain Dr				
City	Austin	County	Travis	State	TX Zip Code 78734
Client	Minton, Burton, Foster & Collins, P.C.				

**Comparable 4**

4808 Park Ln
 Prox. to Subject 1.89 miles SE
 Sale Price 950,000
 Gross Living Area 2,086
 Total Rooms 7
 Total Bedrooms 3
 Total Bathrooms 2.0
 Location Travis Vista
 View Lake/Hills/Panor.
 Site 0.66 ac
 Quality Good
 Age 41

MLS Photo

Comparable 5

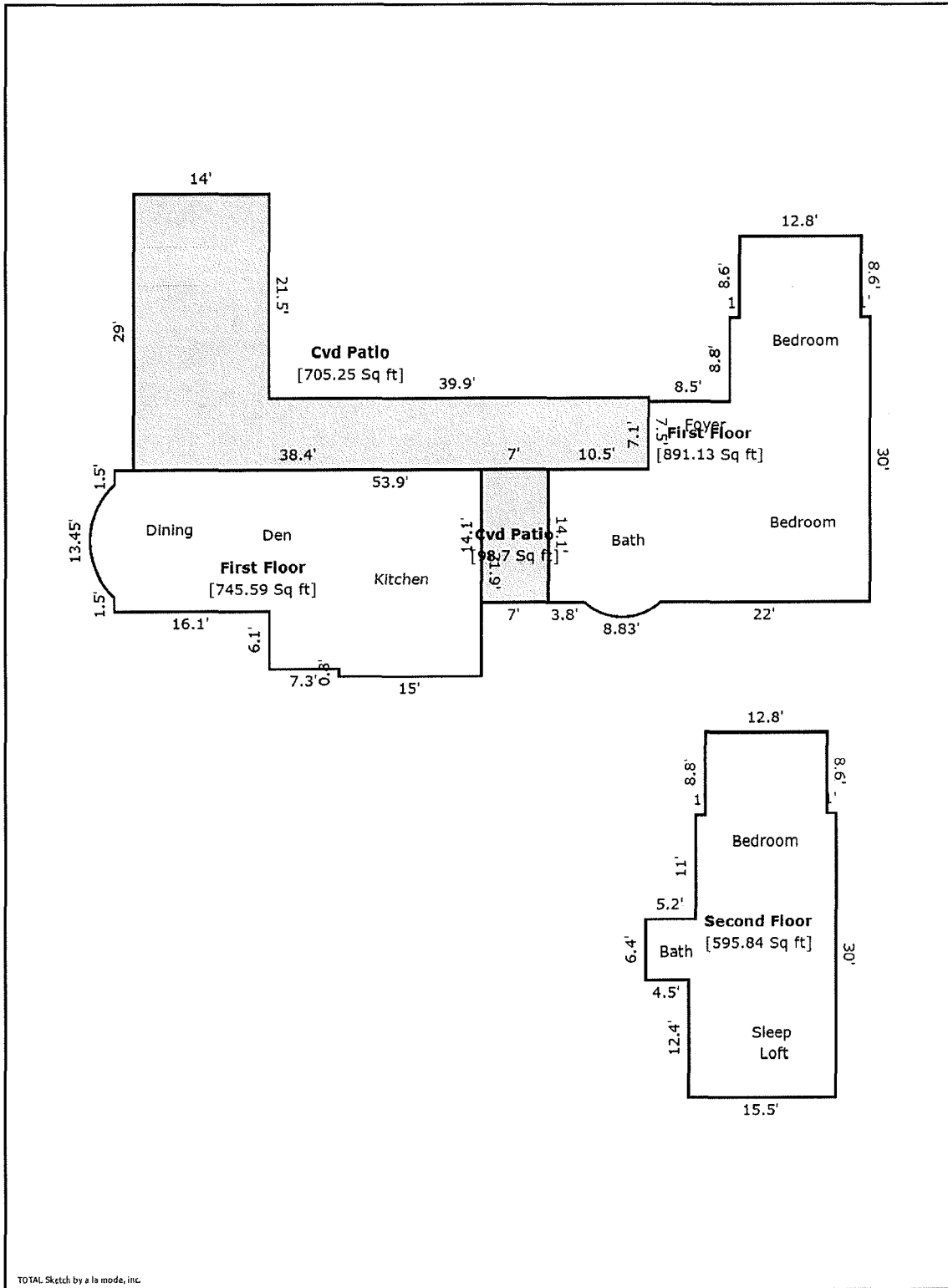
Prox. to Subject
 Sale Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location
 View
 Site
 Quality
 Age

Comparable 6

Prox. to Subject
 Sale Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location
 View
 Site
 Quality
 Age

Building Sketch (Page - 1)

Owner	Alex Jones					
Property Address	5240 McCormick Mountain Dr					
City	Austin	County	Travis	State	TX	Zip Code 78734
Client	Minton, Burton, Foster & Collins, P.C.					



Building Sketch (Page - 2)

Owner	Alex Jones					
Property Address	5240 McCormick Mountain Dr					
City	Austin	County	Travis	State	TX	Zip Code 78734
Client	Minton, Burton, Foster & Collins, P.C.					

TOTAL Sketch by a la mode, inc.

Area Calculations Summary

Living Area		Calculation Details	
First Floor	745.59 Sq ft	15 × 16.1 = 241.5	
		22.3 × 21.1 = 470.53	
		0.8 × 15 = 12	
		Arc = 21.56	
First Floor	891.13 Sq ft	12.8 × 8.6 = 110.08	
		14.1 × 10.5 = 148.05	
		23.3 × 21.2 = 493.96	
		8.8 × 14.8 = 130.24	
		Arc = 8.8	
Second Floor	595.84 Sq ft	15.5 × 12.4 = 192.2	
		6.4 × 5.2 = 33.28	
		14.8 × 17.4 = 257.52	
		8.8 × 12.8 = 112.64	
		0.2 × 1 = 0.2	
Total Living Area (Rounded):	2233 Sq ft		
Non-living Area			
Cvd Patio	705.25 Sq ft	14 × 21.5 = 301	
		53.9 × 7.5 = 404.25	
Cvd Patio	98.7 Sq ft	14.1 × 7 = 98.7	

Qualifications**A RESUME OF THE QUALIFICATIONS OF TED N. LEAR**

My name is Ted Norman Lear. I am an independent real estate appraiser and owner of The Lear Company, a real estate valuation and consulting firm with offices at 6609 Manchaca Road, Austin, Texas. I have been actively engaged in the valuation of real estate since 1983, after receiving a BBA from the University of Texas. I have had the privilege of developing experience in the valuation and analysis of all types of real estate in and around the Austin, Texas area. My overall experience encompasses both vacant and developed properties. Before opening my own office, I worked with and managed the residential appraisal department of Sayers & Associates, Inc. Since the time I started this career in 1983, 100% of my work experience has been devoted to the valuation process.

Designations

SRA designation – Appraisal Institute

State Certification

General Real Estate Appraiser - Certificate Number: TX-1321121-G
Certified since 6/3/1993

Employment History

Sayers & Associates	7/83 - 1/95
The Lear Company	1/95 - Present

Education and Memberships

University of Texas; BBA, Petroleum Land Management, 1983
Appraisal Institute-SRA Member

I am up to date regarding all ongoing education requirements.

Experience, Types of Appraisal Work Performed

I have extensive experience in the valuation of all types of properties, for all types of purposes. Purposes would include, but would not necessarily be limited to Fair Market Value establishment for: mortgage financing, construction financing, home sale, (legal) trust establishment, and litigation. Additional services would include experience in court testimony as an expert witness, highest and best use analysis and feasibility analysis.

Tax Info/Plat/Flood - Page 1

5240 McCormick Mountain Dr, Austin, TX 78734-1816, Travis County



MLS Beds	3	MLS Sq Ft	1,578	Lot Sq Ft	278,314	Sale Price	N/A
MLS Baths	2	Yr Built	1995	Type	SFR	Sale Date	N/A

OWNER INFORMATION

Owner Name	Jones Alex E	Tax Billing Zip	78704
Tax Billing Address	2407 S Congress Ave #e	Tax Billing Zip+4	5500
Tax Billing City & State	Austin, TX	Owner Occupied	No

LOCATION INFORMATION

School District	07	MLS Area	LS
School District Name	Lake Travis ISD	Zip Code	78734
Census Tract	17.41	Zip + 4	1816
Subdivision	Back Moon Amd	Flood Zone Date	09/26/2008
Elementary School District	Lake Travis	Flood Zone Code	AE
Middle School District/School Name	Hudson Bend	Flood Zone Panel	48453C0220H
Neighborhood Code	R1000wf-R1000wf	Carrier Route	R029
High School District/School Name	Lake Travis	Neighborhood Name	Travis Southwest
Mapscó	461-N		

TAX INFORMATION

Property ID 1	156816	Tax Area (113)	0A
Property ID 2	01585502780000	Tax Appraisal Area	0A
Property ID 3	156816	% Improved	47%
Legal Description	LOT 3 BACK OF THE MOON SUBD AMENDED PLAT OF		
Actual Tax Year	2019	Lot	3
Actual Tax	\$12,248		

ASSESSMENT & TAX

Assessment Year	2019	2018	2017
Market Value - Total	\$621,000	\$621,000	\$563,524
Market Value - Land	\$330,345	\$330,345	\$297,000
Market Value - Improved	\$290,655	\$290,655	\$266,524
Assessed Value - Total	\$621,000	\$621,000	\$563,524
Assessed Value - Land	\$330,345	\$330,345	\$297,000
Assessed Value - Improved	\$290,655	\$290,655	\$266,524
YOY Assessed Change (\$)	\$0	\$57,476	
YOY Assessed Change (%)	0%	10.2%	
Tax Amount - Estimated	Tax Year	Change (\$)	Change (%)
\$11,517	2017		
\$12,587	2018	\$1,069	9.28%
\$12,248	2019	-\$339	-2.69%
Jurisdiction	Tax Type	Tax Amount	Tax Rate
Travis County	Actual	\$2,293.31	.36929
Lake Travis ISD	Actual	\$8,305.88	1.3375
Wold No 17	Actual	\$371.98	.0599
Travis Co Hospital Dist	Actual	\$655.61	.10557
Travis Co Esd No 6	Actual	\$621.00	.1
Total Estimated Tax Rate			1.9723

CHARACTERISTICS

County Use Code	Single Family Residence	Roof Material	Tile
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Property Details Courtesy of AUSTIN CENTRAL TX REALTY INFORMATION SVC

Generated on: 03/30/20

The data within this report is compiled by CoreLogic from public and private sources. The data is deemed reliable, but is not guaranteed. The accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

Page 1/5

Tax Info/Plat/Flood - Page 2

Land Use	SFR	Roof Shape	Hip
Lot Acres	6.3892	Construction	Wood/Brick
Basement Type	MLS: Slab	Year Built	1995
Gross Area	1,578	Effective Year Built	1996
Building Sq Ft	1,578	Foundation	Slab
Above Gnd Sq Ft	1,578	# of Buildings	1
Ground Floor Area	996	Building Type	Single Family
2nd Floor Area	582	Lot Area	278,314
Stories	2	Lot Frontage	73
Bedrooms	MLS: 3	No. of Porches	4
Total Baths	2	Patio/Deck 1 Area	616
Full Baths	2	Porch 1 Area	864
Cooling Type	Central	No. of Patios	1
Heat Type	Central	Num Stories	2
Porch	Open Porch	Patio/Deck 2 Area	120
Patio Type	Covered Terrace	Porch Type	Open Porch
Roof Type	Hip	County Use Description	Single Family Residence-A1

FEATURES

Feature Type	Unit	Size/Qty	Year Built	Value
1st Floor	S	996	1995	\$128,743
2nd Floor	S	582	1995	\$67,709
Porch Open 1st F	S	864	1995	\$15,128
Porch Open 1st F	S	120	1995	\$2,101
Porch Open 2nd F	S	64	1995	\$1,120
Hvac Residential	S	1,578	1995	\$2,794
Bathroom	U	2	1995	
Fence Mason Lf	S	100	1995	\$4,073
Terrace Covered	S	616	1995	\$6,546
Porch Clos Fin	S	56	1995	\$2,941

SELL SCORE

Rating	Very High	Value As Of	2020-03-13 23:12:09
Sell Score	876		

ESTIMATED VALUE

RealAVM™	\$1,256,200	Confidence Score	60
RealAVM™ Range	\$979,836 - \$1,532,564	Forecast Standard Deviation	22
Value As Of	03/20/2020		

(1) RealAVM™ is a CoreLogic® derived value and should not be used in lieu of an appraisal. This represents an estimated sale price for this property. It is not the same as the opinion of value in an appraisal developed by a licensed appraiser under the Uniform Standards of Professional Appraisal Practice.

(2) The Confidence Score is a measure of the extent to which sales data, property information, and comparable sales support the property valuation analysis process. The confidence score range is 60 - 100. Clear and consistent quality and quantity of data drive higher confidence scores while lower confidence scores indicate diversity in data, lower quality and quantity of data, and/or limited similarity of the subject property to comparable sales.

(3) The FSD denotes confidence in an AVM estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion an AVM estimate will fall within, based on the consistency of the information available to the AVM at the time of estimation. The FSD can be used to create confidence that the true value has a statistical degree of certainty.

LISTING INFORMATION

MLS Listing Number	5500701	Listing Date	06/19/2015
MLS Area	LS	MLS Status Change Date	08/04/2016
MLS Status	Withdrawn	Listing Agent Name	595418-Brady Miner
Current Listing Price	\$899,000	Listing Broker Name	PANTHEON PROPERTY GROUP
Original Listing Price	\$950,000		

MLS Listing #	9285291	8833365	3536656	1567884	4203243
MLS Status	Sold	Sold	Expired	Sold	Withdrawn
MLS Listing Date	05/19/2009	12/03/2008	08/18/2008	04/03/2007	04/09/2006
MLS Orig Listing Price	\$998,000	\$1,125,000	\$1,125,000	\$845,000	\$989,000
MLS Listing Price	\$998,000	\$1,125,000	\$1,125,000	\$845,000	\$895,000
MLS Close Date	11/30/2009	01/16/2009		06/01/2007	
MLS Listing Close Price	\$980,000	\$955,000		\$855,000	

Property Details Courtesy of AUSTIN CENTRAL TX REALTY INFORMATION SVC

The data within this report is compiled by CoreLogic from public and private sources. The data is deemed reliable, but is not guaranteed. The accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

Generated on: 03/30/20

Page 2/5

Tax Info/Plat/Flood - Page 3

MLS Listing Expiration Date	12/19/2009	12/31/2008	11/30/2008	10/03/2007	01/30/2007
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LAST MARKET SALE & SALES HISTORY

Recording Date	03/24/2015	03/24/2015	12/03/2009	12/03/2009	01/20/2009
Sale/Settlement Date	03/19/2015	03/19/2015	11/30/2009	11/30/2009	01/15/2009
Document Number	43395	43394	200092	200090	8405
Document Type	Special Warranty Deed	Special Warranty Deed	Warranty Deed	Warranty Deed	Warranty Deed
Buyer Name	Jones Alex E	Jones Alexander E & Kelly R	Hutton Cabin Trust	Jones Alex	Smith Michael D & Holly A
Seller Name	Jones Kelly R	Hutton Cabin Trust	Jones Alex	Smith Michael D & Holly A	Eason Joseph C & Linda B

Recording Date	06/04/2007
Sale/Settlement Date	06/01/2007
Document Number	100746
Document Type	Warranty Deed
Buyer Name	Eason Joseph C & Linda B
Seller Name	Gioja Geoffrey & Linda

MORTGAGE HISTORY

Mortgage Date	03/24/2015	12/03/2009	01/06/2006	12/29/2004	03/04/2003
Mortgage Amount	\$2,727,951	\$417,000	\$750,000	\$650,000	\$460,800
Mortgage Lender		Jp Morgan Chase Bk	Counselors Mtg Corp	Counselors Mtg Corp	Counselors Mtg Corp
Mortgage Type	Private Party Lender	Conventional	Conventional	Conventional	Conventional
Mortgage Code	Nominal	Resale	Refi	Refi	Refi

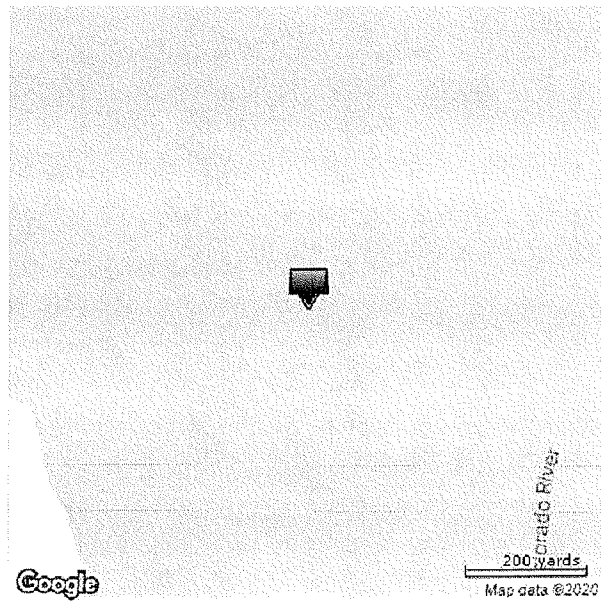
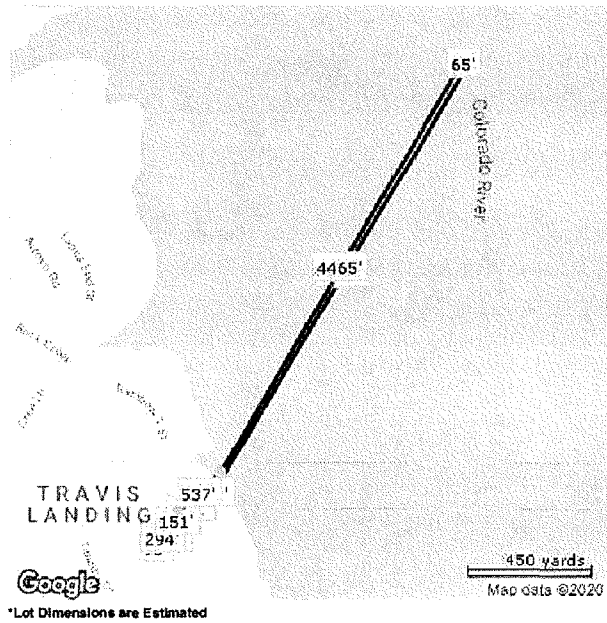
Mortgage Date	07/06/2001	06/08/2001	08/06/1999
Mortgage Amount	\$227,050	\$452,950	\$29,000
Mortgage Lender	Chase Manhattan Bk/USA	Gn Mtg Corp	Bank One/Tx
Mortgage Type	Conventional	Conventional	
Mortgage Code	Refi	Refi	Construction

FORECLOSURE HISTORY

Document Type	Appoint Of Substitute Trustee	Lis Pendens
Foreclosure Filing Date	07/05/2019	12/28/2015
Recording Date	07/05/2019	12/28/2015
Document Number	99986	203140
Original Doc Date	03/24/2015	
Original Document Number	43396	
Seller 2	Anderson Shelly C	
Trustee Name	Wendi Ojeda	
Buyer 1	Jones Alexander E	Jones Alex E
Lien Type		Other
Mortgage Amount	\$2,727,951	\$2,727,951
Seller 1		Holman Thomas W

Tax Info/Plat/Flood - Page 4

PROPERTY MAP

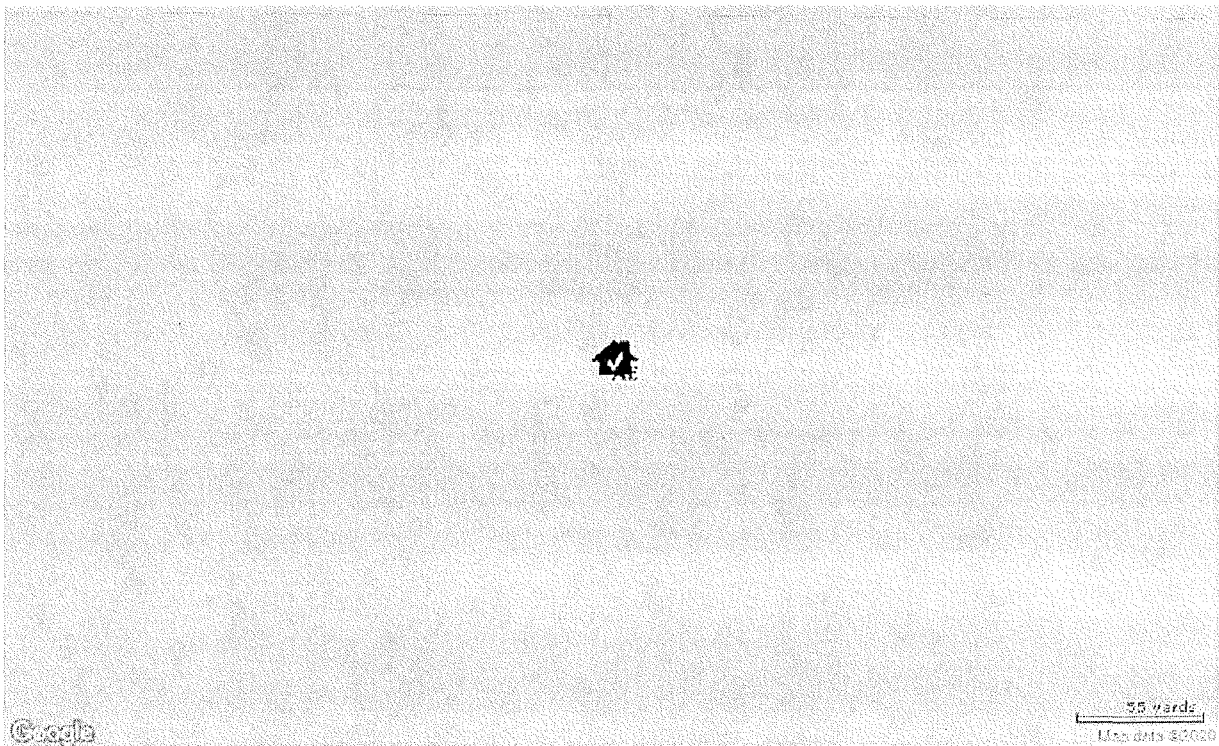


Tax Info/Plat/Flood - Page 5

5240 McCormick Mountain Dr, Austin, TX 78734-1816, Travis County

FLOOD MAP

Report Date	03/30/2020	County	Travis
Flood Zone Code	AE	Community Name	Travis County
Flood Zone Panel	481026-48453C0220H	Special Flood Hazard Area (SFHA)	In
Panel Date	09/26/2008	Within 250 feet of multiple flood zone	Yes (AE,X,X500)
Flood Code Description	Zone AE-An area inundated by 100-year flooding		
SFHA Definition	The land area covered by the flood waters of the base flood is the Special Flood Hazard Area (SFHA) on NFIP maps. The SFHA is the area where the NFIP's floodplain management regulations must be enforced and the area where the mandatory purchase of flood insurance applies. The SFHA includes Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE, and V.		

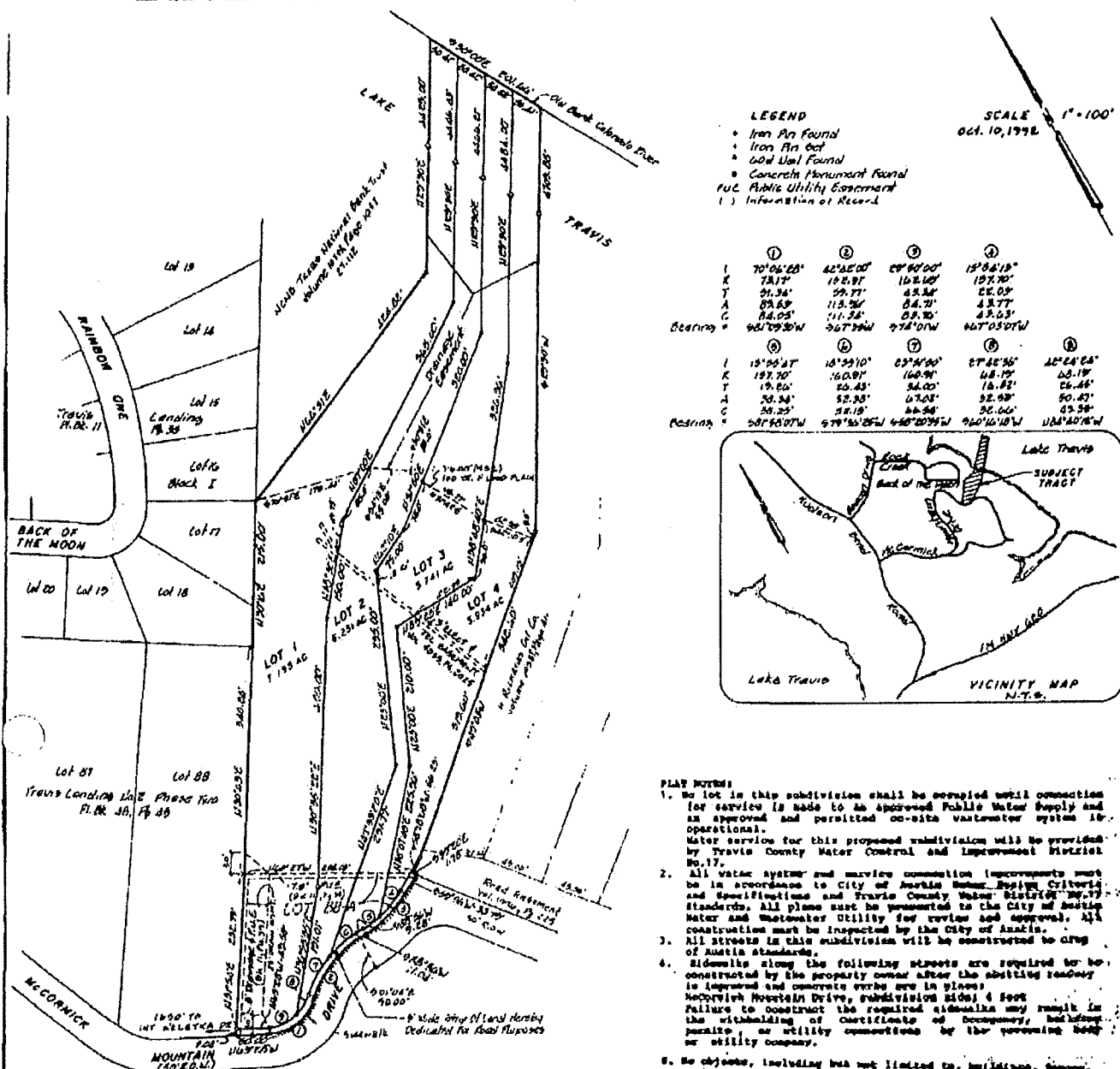


Flood Zones

- | | |
|-------------------------------|--|
| ● Coastal 100-year Floodway | ● Undetermined |
| ● Coastal 100-year Floodplain | ● Unknown or Area Not Included |
| ● 100-year Floodway | ● 500-year Floodplain incl. levee protected area |
| ● 100-year Floodplain | ● Out of Special Flood Hazard Area |

Plat Map

BACK OF THE MOON SUBDIVISION



Each and every on-site wastewater disposal system installed within this subdivision must be permitted, inspected and licensed for operation under the terms, standards and requirements of the Texas Water Commission and Lower Colorado River Authority as are in effect at the time such applications for permits and licenses are made. Due to shallow rock formations, each on-site wastewater disposal system within this subdivision must be designed by either a professional engineer or professional sanitarian.

This subdivision is approved for private on-site wastewater systems per the above requirements.

Lower Colorado River Authority

Access to McCormick Mountain Drive for all lots shall be restricted to the joint use access as per the Joint Use and Access Agreement to be recorded in Volume 1165 and Page 0003 of the LCR.

7. Property owner shall provide for access to Drainage Easements as may be necessary and shall not prohibit access by City of Austin, Travis County, or LCR for inspection and maintenance.

8. For LCR Section 13-2-102, this subdivision is restricted to not more than a single, one-family dwelling unit for every five acres of land.

PLAT NOTES

- No lot in this subdivision shall be occupied until connection for service is made to an approved Public Water Supply and an approved and permitted on-site wastewater system is operational. Water service for this proposed subdivision will be provided by Travis County Water Control and Improvement District No. 17.
- All water system and service connection improvements must be in accordance to City of Austin Water Design Criteria and Specifications and Travis County Water District No. 17 standards. All plans must be presented to the City of Austin Water and Wastewater Utility for review and approval. All construction must be inspected by the City of Austin.
- All streets in this subdivision will be constructed to drop of Austin standards.
- Sidewalks along the following streets are required to be constructed by the property owner after the abutting roadway is improved and concrete curbs are in place: McCormick Mountain Drive, subdivision side 4 foot. Failure to construct the required sidewalks may result in the withholding of certificates of occupancy, building permits, or utility connections by the governing body or utility company.
- No objects, including but not limited to, buildings, fences, or landscaping shall be allowed by a drainage easement owner as approved by City of Austin and Travis County.
- The 100 year floodplain is contained within the drainage easements shown.
- The minimum finished floor for all lots in this subdivision is 717.0 msl.
- Properties lying below the 717 msl contour line are subject to the LCR inundation easement.
- Maintenance of drainage easement plans is the responsibility of the owner of the lots wherein the easements are located.
- Travis County Site Development Permit required prior to any site development.
- The 100 year floodplain is contained within the drainage easements as shown hereon. A portion of this tract is within the boundaries of the 100 year floodplain of a waterway that is within the limits of study of the Federal Flood Insurance Administration FEMA Panel 46126 02410, Travis County, Texas, dated April 1, 1993.

By: *[Signature]*
Harry M. Campbell, P.E.

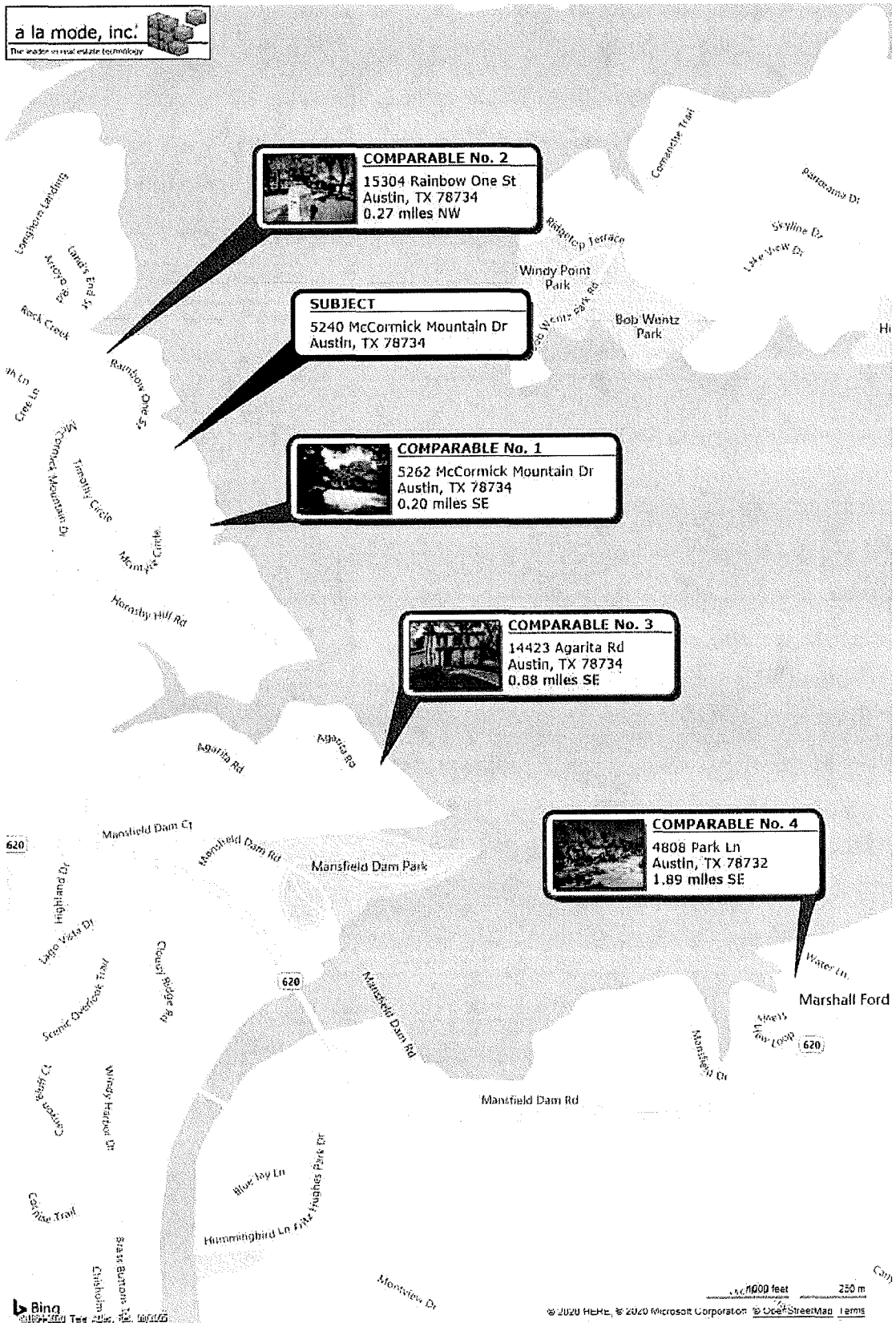
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Page 1 of 2

Comparable Sales Map

Owner	Alex Jones					
Property Address	5240 McCormick Mountain Dr					
City	Austin	County	Travis	State	TX	Zip Code 78734
Client	Minton, Burton, Foster & Collins, P.C.					



Aerial Map

Owner	Alex Jones				
Property Address	5240 McCormick Mountain Dr				
City	Austin	County	Travis	State	TX Zip Code 78734
Client	Minton, Burton, Foster & Collins, P.C.				



The Lear Company

FHA/VA Case No.

FROM: The Lear Company P.O. Box 163662 Austin, TX 78716 Telephone Number: 512-415-0140 Fax Number:	INVOICE																			
TO: Minton, Burton, Foster & Collins, P.C. 1100 Guadalupe St Austin, TX 78701 Telephone Number: (512) 476-4873 Fax Number: Alternate Number: E-Mail:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="text-align: center;">INVOICE NUMBER</td></tr> <tr><td style="text-align: center;">L20-138</td></tr> <tr><td style="text-align: center;">DATE</td></tr> <tr><td style="text-align: center;">04/08/2020</td></tr> <tr><td style="text-align: center;">REFERENCE</td></tr> <tr><td>Internal Order #:</td><td>L20-138</td></tr> <tr><td>Lender Case #:</td><td>Jones</td></tr> <tr><td>Client File #:</td><td></td></tr> <tr><td>Main File # on form:</td><td>L20-138</td></tr> <tr><td>Other File # on form:</td><td>Jones</td></tr> <tr><td>Federal Tax ID:</td><td>74-2736019</td></tr> <tr><td>Employer ID:</td><td></td></tr> </table>	INVOICE NUMBER	L20-138	DATE	04/08/2020	REFERENCE	Internal Order #:	L20-138	Lender Case #:	Jones	Client File #:		Main File # on form:	L20-138	Other File # on form:	Jones	Federal Tax ID:	74-2736019	Employer ID:	
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Other File # on form:	Jones																			
Federal Tax ID:	74-2736019																			
Employer ID:																				
DESCRIPTION																				
Lender: Minton, Burton, Foster & Collins, P.C. Client: Minton, Burton, Foster & Collins, P.C. Purchaser/Borrower: NA Property Address: 5240 McCormick Mountain Dr City: Austin State: TX Zip: 78734 County: Travis Legal Description: Lot 3, Back of the Moon Subdivision, amended plat																				
FEES	AMOUNT																			
Appraisal/Complex Assignment	2,500.00																			
SUBTOTAL	2,500.00																			
PAYMENTS	AMOUNT																			
Check #: Date: Description: Check #: Date: Description: Check #: Date: Description:																				
SUBTOTAL																				
TOTAL DUE	\$ 2,500.00																			

Please Return This Portion With Your Payment

FROM: Minton, Burton, Foster & Collins, P.C. 1100 Guadalupe St Austin, TX 78701 Telephone Number: (512) 476-4873 Fax Number: Alternate Number: E-Mail:	AMOUNT DUE: \$ <u>2,500.00</u> AMOUNT ENCLOSED: \$ _____																			
TO: The Lear Company P.O. Box 163662 Austin, TX 78716	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="text-align: center;">INVOICE NUMBER</td></tr> <tr><td style="text-align: center;">L20-138</td></tr> <tr><td style="text-align: center;">DATE</td></tr> <tr><td style="text-align: center;">04/08/2020</td></tr> <tr><td style="text-align: center;">REFERENCE</td></tr> <tr><td>Internal Order #:</td><td>L20-138</td></tr> <tr><td>Lender Case #:</td><td>Jones</td></tr> <tr><td>Client File #:</td><td></td></tr> <tr><td>Main File # on form:</td><td>L20-138</td></tr> <tr><td>Other File # on form:</td><td>Jones</td></tr> <tr><td>Federal Tax ID:</td><td>74-2736019</td></tr> <tr><td>Employer ID:</td><td></td></tr> </table>	INVOICE NUMBER	L20-138	DATE	04/08/2020	REFERENCE	Internal Order #:	L20-138	Lender Case #:	Jones	Client File #:		Main File # on form:	L20-138	Other File # on form:	Jones	Federal Tax ID:	74-2736019	Employer ID:	
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